

1893-034 Chancery Causes: Abraham Zion & vs. John Parsons &
Lee Co.

Folder 10/2

Richmond, Bishop, Pennington, Willis, Sprinkle, Hughes, Myers,
Calton, Wells, Payne, Holmes, Graham, Hurst

2 Flats

CA - Debt
T - Property

- Deed

2
Of the Honorable John A. Kelly, Judge
of the Circuit Court of Lee County.

The Bill of Complaint of Abraham from
Marion D. Richmond, and Isaac P. Bishop of said County,
would respectfully represent, that on the day of Long
1861. they, together with Elijah Pennington, Joseph Miller James
M. Young Alexander D. Stout, Stephen S. Crockett, James M. Parsons
William Parsons, William Hughes, Eli B. Crockett, Ira J. Sprinkle
Doctor F. Wells, William Parsons, Joseph P. Bishop, Ans. Payne
Alexander Payne, Solomon Payne, and Thomas Holcomb, became
the sureties of John Parsons, principal, in his official bond
as Sheriff of Lee County. Of these sureties, Joseph P. Bishop
Ans. Payne, Thos. Holcomb, Alexander D. Stout, Stephen S. Crockett
and Eli B. Crockett, have left the Commonwealth, and are believed
to be insolvent; Solomon Payne, is still a resident, but
insolvent. Alexander Payne has since died, and his estate
is insolvent; James M. Young has also died since, and his
entire estate has been administered, & his debts not paid. Two
others of said sureties, Elijah Pennington, and James M. ^{Ans. said} Parsons, ^{Ans.}
to have taken the benefit of the Bankrupt Law, but now have
property, both real & personal. Three others of said sureties
have since departed this life, leaving assets real & personal
liable to the discharge of their liabilities; namely, Doctor
F. Wells, leaving four children his heirs Phoebe S. Wells, who
has since intermarried with Mr. Walton, Sylvester Wells
America E. Wells, ^{Mary Wells} and Hazewell L. Wells, the ~~four~~ latter of
whom are still infants, and his widow Rebecca Wells,
to whom dower has been assigned in the lands of her husband,
all of which lie on the north side of Powell's River, being the same deeded
him by the heirs of Mr. Parsons decd, whereon he resided at his
death. One Ellington Wells administered on the estate of the said
F. Wells, and by his last settlement it appears, that the assets
of said estate were fully administered, & the same indebted to
the admtr, so that the real estate must now be looked to,

to discharge any further liability against the same;—Indly William Parsons (long) leaving John Parsons, John Parsons & Kyle Parsons, his children and heirs at law, the latter of whom is an infant, under 21 years of age; and Amanda Parsons his widow, who became his administratrix, with Ira J. Sprinkle & M. D. Richmond her sureties, and by the last settlement made by her in 1871, there appears to be assets in her hands not yet administered. She has within the last few months, intermarried with James M. Parsons, one of the parties to said bond with her former husband. He also died seized of a tract of land, lying ^{on Cabin Creek Ridge} in said County, whereon he resided at his death, being the same conveyed, to him, and his heirs by John Parsons; and it is believed that dower in the same was never assigned his widow. Indly William Hughes Sr., who since died possessed of some personal estate, & a tract of land in said County, whereon he resided at his death. A friendly suit was afterwards brought to equalize the heirs of said Hughes, and partition the said land among them, in which it was found that the personalty was exhausted, and that they would have to be equalized in the partition of the land, which the Commissioners appointed for the purpose, did do, by first allotting to his widow Elizabeth Hughes, her portion of the share of one of the heirs who had previously died; and to Isaac T. Hughes, who had used his full share of the estate besides, in advancements made by his father, his portion of the share of his dead brother; then they allotted separately, to George Hughes, and the children of Wm Hughes Jr. decd, an equal share each. Both of which have passed from the hands of said heirs, the said George's share by sale and conveyance, and the said Wm Hughes Jr. share, by sale under a decree of the Court, to satisfy his debts; they then allotted & assigned the residue of said tract, 131 acres, to the six remaining heirs, John, Tobias, Nancy, Polly, & Lital Hughes, deducting from the said Ira J.'s share, and from the said Lital's \$60.00, which they had received in advancements made by their father. The said Ira J. has since sold & conveyed, to Mrs P. Myers his undivided interest in

in the said 131 acres, and the said Lital Hughes has since sold his interest in the same, to one of his co-tenants & co-heirs Nancy Hughes, so that the said John, Tobias, Nancy, and Polly Hughes, now hold in fee simple, the said 131 acres, except the share of the said Ira J. Hughes, sold to Myers, which was estimated at \$215.75, subject to the claim of the said Elizabeth Hughes, which was assigned by said Commissioners, by meter & bonds, upon the said 131 acres allotted as aforesaid to the said 6 heirs of the intestate Wm. Hughes decd.

A certified Copy of the said official bond, of John Parsons, & his sureties, is herewith filed with this Bill, as part thereof, marked (C), & also so much of the report of said Commissioners as shows the facts in regard to the Hughes land & the said John Parsons null name state, that James T. Sayre admr of Mrs Ainsy decd, instituted proceedings on said bond of Parsons & at the same term of the County Court of said County for the 1867, obtained judgment against them, & other co-sureties for \$144.61, with interest from the 22nd January 1866, till paid, & the costs \$19.65. This is still unpaid, except Fifty five Dollars & sixty four cents, as of the 6th March 1874, which was paid by the surety Alexander D. Stout, by being brought into the suit of A. D. Vittar & then on the said Stout, as will appear by the receipts of said Sayre to Commr Lane filed in said last named Cause. A Copy of this judgment is filed herewith as part of this Bill marked (B). This judgment was rendered before the said Elijah Pennington & James M. Parsons, filed their petitions in Bankruptcy, and even before the passage of the Bankrupt Act, & is at least, a lien upon the land they then owned, and is still in their possession, a portion of which your Orators allege is still in their possession. At the same term of said Court for the year 1869, Martin Sayre, for the benefit of S. W. Sayre admr of Mrs Sayre decd, obtained a judgment as Orators & other sureties of the said Mrs Parsons, which when paid on the 19th August 1870, amounted to \$136.70. A Copy of this judgment, and the execution that issued thereon, and the endorsements in said Affidavit are herewith filed as part ^{marked (D)} thereof, by which it will appear among other things, that the Plaintiff Abraham J. Parsons paid the

4) the entire amount of said execution. This judgment like the preceding one ^{was} obtained against the said James M. Parsons and ^{before, as is believed they were} Elijah Pennington & others, declared Bankrupts, and is also a lien upon their lands.

Henry C. Hall, for the benefit of C. F. Banks, at the ^{November} August term of said Court for 1867, obtained a judgment against said Parsons, & his sureties in said bond, which when paid on the 20th December 1867, amounted to the sum of \$82.66. A Copy of this judgment, & execution, & the endorsements thereon, is herewith filed (marked) D, as part of this Bill, from which it will be seen, that the Plff. Abraham gave said off & discharged the said execution. At the March term of said Court for the Year 1873, the Commonwealth at the relation of Mr. A. Jones, S. F. Jones, & Mrs. Riddle, obtained a judgment against said Parsons & his sureties for \$112.43, with interest from the 20th March 1873, and \$37.05. Costs, which when paid, on the day of 1873 amounted to the sum of \$165.00, which was paid by J. W. Orators, as follows. W. D. Richmond \$75.00, Abraham for \$45.00 and Isaac T. Bishop. \$45.00. A Copy of this judgment & execution and the endorsements thereon, are herewith filed as part of this Bill, marked (C), and prayed to be considered therewith.

During the year 1861 the County of Lee borrowed about Ten thousand dollars from the Bank at Alexandria & executed bonds for the same; and in the same year the County Court of said County, levied a sum, to be paid on said bonds, which netted, after deducting delinquents & commissions, the sum of \$3538.53 (Thirty five hundred & fifty eight dollars & fifty three cents,) and this sum was collected, by the said John Parsons as Sheriff as aforesaid, and should have been paid over by him on said bonds, but he failed to do so, and his ~~sureties~~ sureties, became apprised of said failure, and two of them, Isaac T. Bishop, and W. D. Richmond in the month of March 1864, paid over said last named sum with interest from 15th Decr 1861, in Confederate money, and lifted said bonds of the County, which they hold, and will produce, at the proper point in the progress of this cause.

making said payment to the bank, in
sum stated as aforesaid, and collect
Sheriff, his sureties were ultimately
Richmond furnished \$500.00, and the
residue. Neither of the sums herein are
paid by these Plffs, or any part thereof, have
the said Parsons, to his sureties, or either of
each of said sums, whether paid upon execution
and every part thereof, are still due & owing from
Ezra Parsons, to his sureties as herein before set forth.
Has any of said sums or any part, thereof, been paid, or ac-
by either, or any of said sureties, to their Co-sureties, except
as herein before set forth.

The premises considered, the object of this Bill is obtain a decree against the said Jos Parsons, in favor of his sureties as Sheriff ~~for the~~ several amounts paid by them, on account of their liability as such, and interest on the same, and costs of this suit; and in the event of his inability, to pay the same, which is considered apparent, that an account be taken between his solvent sureties, and they ^{be} co-erced to contribute their equal share, of the whole amount of the several sums, a portion of them have already paid, and still liable to pay in consequence of their several judgments and the liabilities herein before stated, and such others as may be enforced during the progress of this suit; and if necessary, that the principles of subrogation may be applied to such parties of this suit, as will fully attain the ends of justice between the principal, & sureties, and also between the latter. Your Orators being without an adequate remedy at Law, and being entitled to full relief in equity, their prayer therefore is, that John Parsons, Elijah Rigton, Joseph Miller, James W. Parsons in his own right, and

of Amos Parns, late the administrator
of William Parns (Long) dec'd, and M^r D. Richmond
her sureties as said adm^r and John Parns
Kyle Parns, the children ^{theirs} of the said Wm
last named child their being an infant;—
Hughes, Nancy Hughes, Polly Hughes, children &
m Hughes, dec'd, and Mrs P. Myers as vendee
another of said last named heirs;— ^{in his own right} Dr J. Sprinkle
and Phebe E his wife, formerly Phebe E. Wells, one of
heirs at law of Doctor F. Wells dec'd; Sylvester Wells, America
Mary Wells, and Ezequiel W. Wells, these four being infants
children theirs at law of the last named decedent; William
as, he made parties Defts to this Bill, and that they be required
answer the allegations thereof, as fully & truly upon oath, as if they
were respected ^{by} interrogatories, and that a guardian ad litem be
appointed to answer, for the infant Defts, Kyle Parns, son of Wm Parns
(Long) Sylvester Wells, America E. Wells, Mary Wells, and Ezequiel W. Wells,
children theirs at law of Doctor F. Wells dec'd; that an account be ordered
to ascertain the rights and liabilities of all the parties to this suit;—
and that if necessary, so much of the land, of the several deceased sureties
shall be sold, as will pay & discharge the liabilities that may
be found against their several estates; and that upon a final
hearing Your Honor will decree in favor, of the solvent sureties
of John Parns, whatever sum it may be found they have paid
or ^{are} liable to pay, on account of breaches of his official bond
as aforesaid, with interest & costs; and that the burden of
this allocation be equalized, among his solvent & resident sureties
^{sureties,} who are parties as Plffs & Defts to this suit, and that they be
decree'd, to contribute so as to effect that just end; and if
necessary subrogated to the rights of others to accomplish the
end in view; and grant to Your Orators such ^{other} further
general & special relief, as the facts & equity of the case,
warrant; & as in duty bound, they will ever pray &c.

Done for Pl.

25

944

1881. Mr. Coate

" Aug "

1882 can't this year

1883 Dec 20

Corrected to July 1893,

4. *Prunella sp.* & others

W. S. Bill

John Parsons & others

Exhibits filed

Hollis, Jacob Peterson's son, R. Richman
L. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P.

July 21 1891

1. The Power of the People

Vol. 10, p. 100

Chamaecrista *sericea*

To the Honorable John H. Kelly Judge
of the Circuit Court of the County.

The amended Bill of Abraham
Gerr. Thomas & Richmond, & Isaac P. Bishop, filed
to their Original Bill heretofore filed in said Court
against John Payne & others, Gave Oaths, not
wavering or abandoning any of their statements or allegations
made in their Original ^{Bill}, but relying upon the same
as fully, in regard to the new parties left, introduced
by this amended Bill, as they did in reference to their
Original parties to their Original Bill; and as
fully as if each statement, allegation & prayer of
said Original Bill, was herein repeated & propounded
by way of interrogatories & prayers for special & general
relief; I would respectfully state, that since the filing
of their Original Bill, it has come to their knowledge,
that Alexander Payne, John Payne, & Solomon Payne
who were omitted as parties to their Original Bill, because
it was believed they, or their estates, were wholly
insolvent; that the first ^{named} is dead, leaving land in this
County, & the two latter are the living owners of real
estate in said County. Alexander Payne died
the owner of about 200 acres of land lying in the
Grab-Orchard in said County, which he purchased
from his father John Payne; his wife Mary &
two children, Cynthia, who married Robert Holmes, &
is now of age; and Samuel, who is still under
21 years of age. ^{still survive him} He left some personal estate, but
the same has been fully administered, & the debtors
relieved of the burden of this life. Dower has been

assigned his widow, & she now resides in the same & is yet unmarried.

John Payne is the owner of ^{one} acres of land lying in the Crab Orchard in Lee County Virginia, upon which his wife, and his son Solomon Payne now reside, whilst he himself now, & for some time past has resided in the State of Kentucky. Solomon Payne, is the owner of ^{one} acres of land in said locality, which he purchased off of the tract of his father John Payne, and he is also the owner of 100 acres, more or less, adjoining the same, which he bought of ^{the mother & heard of which} would fully appear by said. conveyance.

Your Orators having, the same cause of complaint against these several parties, that they had against each & all of the Depts to their original ^{Bill &} being without an adequate remedy at law, they pray that Mary Payne the widow of Alexander Payne dec'd, Robert Holmes & Legatha his wife, Samuel Payne, John Payne, & Solomon Payne the made parties, doth to this amended Bill, and that they be required to answer its allegations fully & truly upon oath, and also each & every allegation & statement of the original Bill, to which this is an amendment, as fully & truly as if they had been made Depts to said Bill in the first instance, & as fully as if said allegations were inserted in this Bill, & repeated by way of interrogatories here, and that an order of publication be made against the absent Depts, and a guardian ad litem be appointed for the infant Depts, Samuel Payne; and that

upon a final hearing. Such special, & general
relief may be decreed in favor of your Overtures
against these parties made Co-defts, with those
in the original Bill, and was prayed & asked
against the said defts. to the original Bill,
May the Committee Summons issue &c.

Sane for Pltffs.

This day Mr. R. D. Lane, made oath before me
the undersigned, that he is informed & believes, that
John Payne one of the defts named in the foregoing
amended Bill, is a non-resident of the State
of Virginia. Given under my hand, this the
1st day of July 1878.

James W. Orr clerk

Admiral's Office

Admiral's Office

Admiral's Office

Admiral's Office

Admiral's Office

Admiral's Office

Admiral's Office

To the Honorable John A. Kelly Judge of the
Vice Court of Le County Virginia

The answer of Samuel Payne defendant
by R. H. Orr to an original and amended bill
in Chancery filed in your Honor's Court by Abraham
Zeigler et al against this same defendant. In answer
your respondent says that he knows nothing of
the truth or falsity of the allegations in
Plaintiff's bill, and is advised of no defense
proper for him to make, as his business is
the said suit, but this Court is a Court of equity
and such Courts being the peculiar guardian
of the rights and interests of infants your respon-
dent begs leave to place the rights and interests
of his said ward into the hands of your Honor
knowing that they will be there protected.

R. H. Orr Jr
Counselman at Law.

Answer to before me July 26th 1878.

James H. Orr Clerk

Samuel Payne
and of S. H. L.
Abraham Zions et al.

Dec 4/5 00

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County.

The Joint Demurrer and Answer of of Amanda
Parsons, and Amanda Parsons, his wife to a
bill filed in this Honorable Court, against
these respondents and others by Abraham D. Giffin
et al.

These respondents say the plffs bill is
not sufficient in Law and of this they pray
Judgement of the Court &c.

But if any other or further answer be de-
emed necessary, answering they say - That re-
spondent James M. Parsons ought not to be
further held liable, because they say, that on
the day of 186 , he filed his pe-
tition in Bankruptcy, in the District Court of
the United States held for the Western District
of said State; wherein said Cause was regu-
larly heard, & determined, and on the 31 day of
December 1869. . He was fully released from all
claims & demands provable under said Bank-
rupt laws & proceedings; of which the plffs
demands were a part, of said provable
demands & claims. But further they say the
said Amanda, who was the former wife of
William Parsons ("Surnamed the Long") and a daughter
of John L. Oliver deceased; said out of her
own distributive share of her fathers estate the

sum of \$200. which was for ~~that~~ ^{was} ~~sum~~ ^{became} money from her said father, and was by the said William Paul into said land as part of the purchase thereof; this money she paid to the estate of her father after the death of her husband William out of her own separate funds; They allege a valid deed has been made for said land, and as she paid the said debt out of her separate estate, she has a lien thereon to that extent; and she would have priority over the said creditors. They further state, that by her last settlement of said estate, ^{of which she was the executor} previous ones it will be seen she has at different times out of her own money paid various claims of her husband's estate, this she came in the secret endeavor, to reserve ~~for~~ ^{for} herself a place and a home; They submit that said Amanda stands upon an equal footing with other creditors to said William's estate, and that for whatever ~~amount~~ ^{amount} she may be found in excess a Court of equity will substitute her; to ^{the} rights debts & claims pro-rata of those she has paid with ~~that she has paid~~ other creditors. They are advised that the legal title of said land is still in John Parsons, the deed made by him being void and being executed after the death of said William Parsons is void. Having granted to no one else, except the "legal heir" of the said William.

A copy of which filed & will be forthwith. -
They claim the said Annada's claim in said land,
after the payment of her claim for the \$200, which
they hereby assert & earnestly insist upon.

They further, allege that in her administration ac-
count, of said William's estate, after deducting, the
property exempt to her by law, from levy and
distress, there was still lacking about the sum
of \$92. to pay said debt, ^{after crediting the amount of the sale bill} & this sum your female
respondent has paid out all out of her own
separate ^{private} & sole property, ~~except about the sum~~
~~of \$44.~~ The female plaintiff then while admin-
istratrix of said William Parson's estate, over and
above, the effects in her hands, paid out of ^{her} own
money \$111.00. on said Parson's liability as ^{one of the securities of said} sheriff &
to this extent, she stands ready & can show she is
in advance of some of plffs in her due pro-
portion. The female respondent paid a debt of
said William Parson of \$73. ^{contracted in the above statement} in addition to the
~~above~~, this she paid out of her distributive share
of her father's estate. She has paid various ^{taxes} & liabilities
& small claims, to numerous to mention & these
respondents join the plffs in ~~appearing~~ account for all
just debts settled by either, & these respondents
stand ready to show, their whole transaction.

But the plffs should feel a blush of shame of
~~shame~~, mount to their cheeks when they seek to enforce
against this female respondent & her little children
fatherless & poor, ~~when they attempt to set up~~

the same from this said meeting estate

~~against him~~ ~~these~~, their pretended claim, of the
County Levy. Levied in 1861, and paid to the Bank by
you in 1864; By whose authority or request, I under-
stand what order or proceedings, did the plffs become the
agents & attorneys of the county of Lee. These respondents
deny upon their information that ever ^{the plffs} paid,
any sum for this County for which said Parsons or
his securities are bound. They deny that said Parsons
ever received any such levy; except such as he
has long since fully paid over as account~~er~~
and even upon the plffs own showing, the said dem-
and being only an assumption, is barred by the
statute of limitations, which they here expressly
plead & rely upon. There seems to be a strange
combination of parties, Abraham D. Spier one of the
plffs seeks to saddle upon himself & co-securities
for his co-plaintiffs, which could it be enforced,
would draw from his own pockets, a much larger
sum than he has already paid - what goodness
& fairness for one to sue themselves, to their & their
neighbors injuries through a pure design of affect-
ing justice. This claim, fictitious & unfounded
should, be thrown from ~~this~~ case, without consid-
eration & the parties left to their Confederate Brethren in
which as these respondents are advised the plffs
ought invest ment, when they started to bring down
but once then in 1864, the plffs, conceived the design
of investing in the debt Lee county and then

having on hand some of their own money & much of other people's for the purpose
accordingly, voluntarily, out of their own will
not wholly out of their own money, but considerably of other people's
paid the debt of said County: It turned out
under the circumstances a bad investment,
and the plffs have ever since, now for a period of
more than 12, years been carrying up, some
creditor on whom to settle their Confederate
money; they know the law, and your respondents are
informed the laws of this State does not permit
the enforcement such a claim which as plffs
allege was in furtherance of the late rebellion, and
to aid the late war, & hence invalid - The plffs if
they could enforce their claim could only do so
against the County of Lee, or by way of subrogation
to her rights - These respondents deny all allegations
of the plffs will not herein specifically deny or
answer. They are willing to an account, of all
matters except the County levy item; and having now
fully answered they pray to be hence dismissed.

James A. Parsons
Virginia Lee county, to wit.

This day James M. Parsons and Amanda Parsons his
wife former administrators of the estate of Wm Parsons de-
ceased personally appeared before me & made oath that
the foregoing facts so far as made upon their own knowl-
edge are true so far as made upon information
of others they believe them to be true - Given under my
hand this 5th day of April 1876.

M.P.

James M. Parsons

ad } Answer.

Abran D. Gindles

To the Honorable John S. Kelly Judge of
The Circuit Court of Lee County:

The demurrer and answer of John S. Parsons
to a bill filed in this Honorable Court
against, by Abram D. Ginn & others, against
John Parsons & others in this Honorable Court-

Respondent says the Plffs bill is
not sufficient in law, and of this he
prays Judgement of the Court, &c.

But if any other or further answer
be deemed necessary answering he says
that, it is true that his father William Parsons
owned an equitable interest in a piece of
land situated on Lewis Creek ridge in this
County; for which he agreed to pay said
John Parsons late sheriff the sum of about
\$670; and he owed a balance thereon when his
said father entered the service of the Confederate
Army; from which he was captured and taken
to prison in the north. At one time while
his said father was at home on furlough,
desiring to make a payment on said land, ^{and not having the money} he
sent this respondent, to John L. Clinger, who
was the grand father, of respondent, with a
note or bond signed by him to raise Clinger
for \$200; ^{for the purpose of borrowing that sum.} Respondent obtained the money and
returned home to his father with it, and he saw
his father pay the ~~same~~ ^{about that sum, & which he believes to be the same} the next day, to said

John Parsons, and left his notes. While in
Prison his said father died, and said John
Parsons deeded said lands on condition that
his said father was debt to the said William's
wife & lawful heirs - This Respondent
submits, whether said deed being made
after the death of his said father which he
alleges to be true, whether said deed passed
any right or not. He is advised that it
will not serve to pass the legal title to said
land, and that a court of equity will not
subject the same, while the title is outstanding.

In any event, your orator believes his
mother & co-defendant Amanda Parsons, now
the wife of James M. Parsons, is entitled in
addition to her dower interest, to an equit-
able claim, if not a lien absolutely, there-
which arose, as before hinted, in this way -
~~As before hinted~~. The father of your respondent's
mother, was John L. Clinger esq. now deceased
and to whom, the said \$200. note before men-
tioned, was executed, (and paid into the said
land). Before said deed was, executed your
~~or~~ respondent's mother who was as is a
distributrix of said Clinger estate, accounted
with her father's executors, and paid out
of her own distributive share, said \$200. fully
and therefore, to this extent, said land is as

your respondent, is advised, equitably liable
to said claim and the taxes, which she has
continued, to pay. This respondent further states
that his said master has not had her claim
assigned her, and whether she seeks the same or
not, she is intitled thereto - This respondent does
not believe if the plffs recover the several
judgments, set up by them, then deducting
his master's interests, as aforesaid the land will
in five years pay his said master due pro-
portion. This respondent denies the plffs
bill so far as it alleges, the collection of the
County Levy of Lee County for the year 1861 by
said Parsons Sheriff as aforesaid, or the liability
of his securities therefor, He denies that the plffs
Isaac T. Bishop or M. D. Richmond paid any
demand for which said Sheriff or securities are
liable, and the plffs own showing refutes itself
that they paid "In 1864, the County Levy of 1861", this
would be a fine speculation indeed, to come off
of the widows & orphans interested in this cause.
This respondent is informed, that if ever they paid
anything for the County of Lee, it was a debt
she owed, the bank contracted for the illegal pur-
pose of carrying the late war, and expressly
prohibited from being enforced by the laws of
the United States ^{Laws and Organic Constitution} ~~Congress~~ - that they paid it
voluntarily, and without constraint, and human can-
not charge their dependents, with their own

Voluntary intellectual
mismanagement. And what interest the plff
A. D. Green has in setting up this claim this
respondent is at a loss to see. He does not
have any personal knowledge of the justness
of the claims & judgments mentioned but he calls
for full proof, & an account of the things herein
~~claimed~~ in the plff bill mentions, denying
especially the plffs legal or equitable demand for
the claim on account of the counter letter, ~~he~~ ^{he} ~~sees~~
denying all things not herein specifically, denied
Confess or answer he prays hence to be dis-
missed with his costs.

Wm. D. Green

Respondent to before me by John D. Green
April 21st 1876

James H. Dorr, Clerk.

THAT

John D. Green

Acty & Answer

Abram D. Green

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To the Honorable, John A. Kelly Judge of the
Circuit, Court of Lee.

The separate, demurrer answer of Elijah
Pennington, to a bill filed in this Honorable
Court against him and others by Marion D. Richmond
and others.

Respondent says the plffs bill is not suf-
ficient in Law; and of this he prays Judgment.

But if any other or further answer be
deemed necessary answering he says, that
the plff bill may be correct, so far as it
details the transactions therein and the payments
made by the plffs. He can not gain say them
yet he does not confess all or any of them
but calls on the plff for proof thereof.

But in any event this respondent can not
be held liable for any part thereof. Because
he says that heretofore to wit on the day
of 1868, he filed his petition in Bank-
ruptcy in the District Court of the United States
and this cause was regularly heard, and his cred-
itors notified, and on the 31 day of December
1869, this respondent was fully discharged ~~therefrom~~
from the payment of all claims against him provable
under said Bankrupt Laws, and this respondent
alleges that the claim set up by the plffs for
Contribution, by him of money paid by them on
account of their joint surety ship, is such a claim
being only an assumption, as was clearly proved.

under said Bankrupt Laws and the plffs
having failed & refused to prove their said claims
against him in said Bankrupt proceeding he
is advised that he is forever discharged. His
discharge before alluded to, will, if required be
found filed herewith as a part hereof. And having
now fully answered he prays now to be dismissed
with his costs.

Osgood & Freeman.

Virginia Lee County Court.

This day Elijah Dimmister personally appeared
before me the undersigned, and made oath that
the facts stated in the foregoing answer are true so
far as made upon his own knowledge and so far
as made upon information derived from others
he believes them to be true. Given under my hand

This 3 day of April 1876

John R. Gibson J.C.

Subscribed & sworn to before me this 3 day of April 1876

Elijah Pringle

ad. { Answer

M. D. Richmond

Sept. 4th 1872

James W. C. C. C.

to wit, Abraham Gove \$147.25, Wm D Richards \$176.75
and J. B. Bishop \$124.94, making the aggregate of said 3 and
no other persons, that are ordered to pay the said sum of \$746.94
during the term of said decree of the Court, to wit
the 1st of August 1876, so that each of said parties shall pay his share
proportionately as aforesaid, to wit: Joseph Miller \$68.00, J. B. Bishop \$124.94,
Wm D Richards \$176.75, the sum of J. B. Bishop \$124.94, the
sum of Abraham Gove \$147.25, John Gove \$147.25 and John
Gove \$68.00, with interest on each of these several sums from
the 1st of August 1876, and each of said parties shall pay
their equal share of the costs, as taxed by the Clerk of
the Court, and of said principal sum & interest when
collected, the 1st of August 1876, shall be entitled to
\$373.14, Wm D Richards the sum of \$176.75 and J. B. Bishop
the sum of \$124.94, with interest on each of said
sums from the 1st of August 1876, until paid, and then
each proportionately of the costs collected, in consideration
the fact that they are, admitted, ordered & decreed that the
1st of August 1876, Wm D Richards who is hereby appointed as receiver for
the purpose of collecting, shall take of the said sum of \$746.94, is
ordered to pay to him the amount stated to be paid by
each as stated in this decree, and for the collection
thereof an execution may issue, if not paid within
30 days, against each of the several parties,
which he is herein decreed to pay, with the equal
share of the costs collected, and this shall be in
witness that the rights of the Pliffs to be hereafter
subrogated if necessary, to the rights of the Creditors
creditors, to receive they have paid, the said sum
of \$746.94, and interest thereon, and the sum of \$373.14, and interest thereon.

[illegible]

& in case of ^{meeting} default shall be paid to the
 for the above payments, he shall take bond & good
 security, bearing interest from date & maturity the
 Homestead. He shall not meet until he has given
 notice in the Court House of the County, & at some
 more public place in the vicinity of the land,
 for 20 days, of the time, time & place of meeting
 which latter may be at the Court House, or
 a Court day, or on the premises, as he thinks
 most best for the interest of all parties
 concerned, and he & the said Receiver shall
 report to the respective governing bodies the
 time of the Court, and this case is continued
 until the next term.

When of the Court

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A. L. Ginn & others vs. Peff

vs.

John Peff & others vs. Ginn

Ind. 10th

This cause came on again to be heard this 11th day of December 1877. Upon the papers previously read in the cause and the report of Court. Henry Morgan and were argued by counsel, and for reasons given coming to the Court the said report was committed to said Court with directions to report as he might deem proper upon the matters referred to him by a former decision in the cause and also in reference to any new parties that may be brought into the cause. And an order of the Court was granted then to file documents in this cause at once, and the cause is continued.

8 1/2
2 1/2

77 4 8
72 5 19
= 7 18

312
142

82
101

447.21
124.96
377.25
104.66
52.81
504.66
272.320
144.21
272.32
292.32
47.14
644.51
431.79
124.21
726.11
642
115.12

A. D. Jones & Co.
in } Locust

John P. Sinsinual
Entered page 712.
Last On, Clerk

Wm. H. Sinsinual
Wm. H. Sinsinual

Entered this Locust
P. A. H.
Last On, 7

Albany Jan 21st 1834. J. B. Parsons to Esq. D. W. B.

The case came on again to be heard on the papers heretofore read in the case and the report of the Commission Morgan with an exception thereto, and was argued by Counsel. The consideration which of the report is assigned, on all things except so much thereof as relates to the claim of the plaintiff, Reuben B. Parsons, for ^{the} Report made to the Court at Albany, and an opinion being expressed by the Commission in reference to the claim, but the same being referred to the determination of the Court, no further action is required to be made by the Court - ^{report is not to be made} - ~~referred to~~ ^{in order to determine} ~~referred to~~ ^{referred to} upon the exception thereto. And the Court is of opinion that by the order of the County Court, ^{after the} ~~that~~ at which the Commission Morgan's report, the debt due of the said County would only have been ~~referred to~~ ^{referred to} to pay to the County, viz. that year to come, by the said report of the County, and payment to any other person by the said County, was no claim, but the Court is further of opinion that the Bank at Albany was not bound to pay.

The Court is further of opinion that if the transaction with the Albany Bank did not amount to a payment and discharge of the County debt, but was a mere charge upon the County, and the said debt, though the latter, and the burden of proof of action is upon the County.

The Court is further of opinion that if, the debt of the County had been by the plaintiff was not paid off and discharged by the transaction with the bank, yet, if the County could not be compelled to pay the same, then, though said debt might be a common debt due to the County, the plaintiff could not claim to be entitled to the County, against said debt.

It is therefore ^{advised as advised} ~~advised~~ ^{advised} that the findings
are not entitled to consideration in the amount for ad. on
the Glasgow Bank bill.

Entered, October 20th
1868

James H. Wells.

1842, with (University of Illinois)
 ability to transfer in 2 years 18/10/18
 I am commencing business as an architect
 and estate agent, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907,

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100

Albion Station

W. L. Luce

John P. Luce

March 5. 1876

Expended under track

Page 930.

James M. Luce

W. L. Luce
In 1876
Apr. 7/76

Virginia.

At a Circuit Court convened and held
for Lee County, at the Court house there, on
Saturday the 5th day of April 1872.

A. H. Jones et al.

against

John Parsons et al.

Plffs.

Defts.

} In Chy.

This Cause came on again to be heard, on
the 5th day of April 1872 upon the petition
formerly read, and the amended bill
of the Plffs. and the answer of the guardian
ad litem, the exhibits filed, and the depositions
of witnesses, and the 1st & 3d report
of H. J. Morgan Comr, and, was argued
by counsel, and it appearing to the Court
that the process has been duly served
upon the home Defts, and that the
order of publication has been duly posted
& published against the non residents, &
the adult Defts. Said failing to appear, the
amended bill as to them is taken for
confessed, and it also appearing that said re-
ports have been filed, the time required by law
in for consideration of same, it is adjudged,
ordered & decreed that each of said reports be
confirmed, except that the 3d report be and
the same is hereby modified, so as toQUIT, by
conveyance, and forever release the lands and
heirs of Wm Parsons (Long) from the operation
of this decree, or further liability to them

2. Services of Mr. Parsons, and cost upon cler-
en, of the Sheriff of No. Parsons late Sheriff
the amount of the Sum found to have been
paid by the Pffs. instead of twelve of said Sureties
as found, by Court, Morgan in said report; &
that the Pffs recover of John Parsons the Sum
of \$748.72 with interest from the 19th August
1876, and the costs of this suit, which when
collected, if ever, under the subsequent pro-
visions of this decree, will belong to, and shall
be distributed among the Pffs. and their
eight Co-Sureties hereinafter named; but as
it appears that John Parsons late Sheriff, is
insolvent, and that the above Sum of \$748.72
and the costs of this suit, has been paid by
the Pffs, as follows to wit: Abraham Zion \$447.28,
M. D. Richmond \$176.75 and A. T. Bishop \$124.74
making the aggregate aforesaid; and as it
appears that in order to equalize said Sum
of \$748.72 among the eleven solvent Sureties of John
Parsons late Sheriff, so that each solvent Surety
shall pay his due portion, it is decreed that
Elijah Brunnington shall pay \$68.08⁷/₁₆, Joseph Wallis
\$68.08⁷/₁₆, Ira S. Sprinkle \$68.08⁷/₁₆, Wm. of Wm. Hughes
\$68.08⁷/₁₆, the heirs of R. F. Wallis \$68.08⁷/₁₆, the heirs of
Alex. Payne \$68.08⁷/₁₆, John Payne \$68.08⁷/₁₆ and
Solomon Payne \$68.08⁷/₁₆ with interest on each
of these several Sums, from the 19th Aug 1876,
and each of said parties shall pay their

equal share of the costs of this suit, as taxed
by the Clerk of this Court and of said prin-
cipal sum and interest when collected the
Deff. Abraham D. Zion shall be entitled to \$379.14,
Ab. M. Richmond the sum of \$108.60 and Isaac
H. Bishop the sum of \$56.80, with interest
on each of said sums from the 17th August
1876 until paid, and their due proportion of
the costs collected. On consideration thereof
it is therefore adjudged, ordered and
decreed that the Deff. M. D. Richmond, who
is hereby appointed a receiver for the
purpose, collect, and each of the Said
Sureties is ordered to pay to him the amount
stated to be paid by each as stated in this decree,
and for the collection thereof an execution may
issue if not paid within 30 days, against each
of the Suretying Sureties for the sum which he
is hereby decreed to pay with the equal share
of the costs endorsed, but this shall in no wise
affect the rights of the Deff. to be hereafter Sub-
rogated, if necessary, to the rights of the Judgment
creditors to whom they have paid the said sum
of \$749.72, as aforesaid, against the Suretying Sure-
ties herein before named, but before collecting
these Sums, or the Sums hereafter named from
other parties, the said Receiver shall execute
bond to his Co. Plaintiffs in the penalty of
\$5000 with good Security for the due performance

of his duty, and when the Sums are collected of
the Sureties, and the heirs of the said
Sureties, the said Receiver shall retain the
Sums herebefore set forth as due, and
he shall pay to his Co. plaintiff Abraham Zion
\$372.14, and to J. T. Bishop the Sum of \$56.88, and
it further appearing to the Court that the personal
estate of the deceased sureties, whose heirs
are ordered in this decree, to pay the equal
share of their decedent, is entirely exhausted,
and that there are lands in the possession of
the several decedents, or a portion of said heirs,
liable for the Sums which their decedents' estates
are found liable to pay in this Cause, it is
therefore further adjudged & decreed that un-
less the said heirs of Wm. Hughes decd, R. F. Wells
dec, and the heirs of Alexander Payne dec, or
some sue for them, within 60 days, pay
to the said Receiver the Sums which have been
found due from the estates of the said sev-
eral decedents, including principal, interest
& costs, apportioned, as herein before directed,
it shall be the duty of the Sheriff of Lee
County, to take possession of, and rent out
the land shown in the proceedings in this Cause,
to have been owned by the decedents at their
death, and within the possession of the heirs,
or any part of them, by descent, subject to

the power right of any of their widows still
living. The said renting shall be for such term
as will raise the requisite sum, and to strand
an annual credit during the term of lease, ex-
cept as to costs and expense of renting, which
shall be paid down, and for the deferred pay-
ments, he shall take bond & good security, bear-
ing interest from date, and waiving the benefit.
He shall not rent until he has given notice
on the Court house door of Lee County, and at
one or more public place in the vicinity of the
land, for 20 days, of the terms, time & place of
renting, which latter may be at the Court house
on a Court day, or on the premises, as he
thinks will best promote the interest of all
parties concerned; and he and the said
Receiver shall report their respective proceed-
ings to a future term of this Court, and this
cause is continued until the next term.

A Copy

Teste. R. W. Orr Jr. Clk.

A. A. Gould
vs. Copy of Recd.
John Parsonette

Ordered to be returned
by M. D. Richmond
J. Miles & Co.
for J. S. Ely S. C.

Wm. B. Richmond
& Co. S. C.

I thought it Mitchel had not conveyed it to James M. Parsons, and since my purchase said Mitchel to Parsons has conveyed the same to me and I also have a deed made by James M. Parsons assignee in the Bankrupt court. I feel satisfied that James M. Parsons never had any title to said 75 or 70 acre tract but I do not ^{know} whether said land had been paid for by James M. Parsons or not.

The tract of 115 acres I think said Parsons had title thereto, and it was sold by his assignee in Bankruptcy, bought by Mr. M. D. Richmond who sold the same to one Ephraim Johnson who conveyed one half or a part thereof to his son James Johnson and by these two the same is now held.

As to the 200 acres tract, I think James M. Parsons had title to the same, but before he went into Bankruptcy, he either sold or pretended to sell said tract, to J. T. Cecil, who subsequently sold the same to Robt. and Elisha Sprinkle but I do not remember distinctly who made the conveyance to them, whether Jas. M. Parsons conveyed said land to J. T. Cecil, and he to said two Sprinkles, or whether James M. Parsons conveyed directly to said two Sprinkles.

But, after the conveyance was made to said Sprinkles I divided the said lands between them, and Robert's part was afterwards sold for debt, and Patrick Hagan became the purchaser thereof, and Elisha Sprinkle

is still holding his half

I have now given, according to my best recollection, a history of the said James M. Parsons' lands, and if he ever has become owner of any other lands since parting with these, I have no knowledge of it. It is true, that within the last few years he intermarried with the widow of William Parsons to whom & her children by her first husband, John Parsons had conveyed a small tract of land, and by his marriage with her, I suppose he became entitled to a life estate in such interest in said lands as was conveyed by John Parsons to the last wife ^{of James M. Parsons} & her children. And the said James M. Parsons has recently departed this life.

I am tolerably well acquainted with these three tracts of land, and my opinion is, that in their present condition, for they are much better than when he parted with them, they would rent annually for some \$40.⁰⁰ or \$50.⁰⁰

I am also tolerably well acquainted with the lands owned by Elijah Pennington, and from my knowledge of them, they would, I think, reasonably bring about \$30.⁰⁰ in annual rent.

I am likewise tolerably well acquainted with the tract now owned by the widow & heirs of William Parsons & conveyed to them by John Parsons since the death of said William, and my opinion is, that it would bring something like \$30.⁰⁰ per year in rent.

I am likewise tolerably well acquainted also with

the land is owned by William Hughes Jr. deceased
which descended to his heirs at law, and my opin-
ion is, that four or five shares thereof, would reason-
ably be worth \$50.00 to \$65.00 in rental value per year.

And further this witness saith not.

John P. Graham

William S. Hurst. another witness being
duly sworn deposes and says

I live on the lands lately owned by John
P. Sherrill, and am therefore well acquaint-
ed therewith and my opinion is that
the same lands all together would probably
rent for about \$150.00 per year, and
further this witness saith not.

W. S. Hurst

Joseph Willis being sworn with reference to
his lands says

I suppose I own on Black water some
three hundred acres of land of which there
are cleared and is fit for cultivation about
100 acres, and this I suppose ought to be
reasonably worth in annual rental value
the sum of \$100.00 at the least, and further
this witness saith not

Joseph^W Willis

Virginia Lee County Court

The foregoing deposition of John P. Graham, W. S.
Hurst and Joseph Willis were taken before me
sworn to and subscribed by them respectively

H. Morgan Court

A.D. Ginn & others

vs { Defto.

John Parsons & al.

(4)

Commissary's Office Louisville. Augt 14th 1860
Abraham D. Gion & others Defts.

Against
John Parsons Late Sheriff & others Defts

In Chancery

To the Hon John A. Kelly Judge of the
Circuit Court of Lee County Virginia:

After having given to the parties to this suit
the notice which is shown by a proper return
filed heretofore (A) I now proceed to the consideration
of the matter involved in this suit, so far as I under-
stand it, and think you being the more easily
comprehend the whole of the matters involved in
this suit, it seems to me more concise & straight
as I can make of the whole matter, might be
useful to you, in adjusting the matters at issue
between the parties:

In May 1860 John Parsons was elected Sheriff
of the County of Lee, for the term of two years, com-
mencing on the first day of January 1861

Some time during the summer & fall of 1860
he gave bond, with security, for his duties,
but the names are not now recollected, and
it is not material what they should be here stated
for about January 1861 a few days after his
term of Office had commenced some one
or more of his first securities required him to give
a new bond, which he accordingly executed
with Elijah Cunningham, Joseph Willis James H. Gray

Alexander D. Stet, S. S. Lovickett, James M. Parsons,
William Parsons, William H. Hughes, Eli B. Lovickett
Eva C. Sprinkle, Doctor T. Wells, William Parsons
Joseph P. Bishop, R. D. Gier, John Payne, Alexander
Payne, Solomon Payne, Thomas Holcomb, Merion
D. Richmond, and Isaac T. Bishop his associates

Under this bond, said John Parsons acted as
Sherriff of this County according to my present recollection
till some time during the year 1864 when
the said Isaac Bishop was elected his Successor

The said John Parsons was re-elected to the
office of Sherriff for a second term 1862 to commence
January the first 1863. But he failed to execute the
bond required by law and thus forfeited his second
election, and probably owing to this confusion
then in the County the County Court did not
order an election to fill that vacancy immediately
and Parsons held over under said term of Jan. 1861.
and it is a copy of that bond, which is filed by the
Suffs with their bill as Exhibit (A)

Since the close of the war, investigation has
developed the fact, that John Parsons while then
acting as Sherriff, had collected heavily Small
executions, which had been placed in his hands for
the purpose, and had failed to pay over the money
to the proper parties and so incurred in such
cases, judgments or actions or both were instituted
either against Parsons and his associates, or to some

one or more of them and some of them were
permitted to fight, and execution and upon
these some three or four of said Justice have been
compelled to pay some small sums of money &
were these small sums paid, all that is
involved in this suit. The matter would be very
easy and quickly settled.

One of the motions just referred to was brought
by Martin L. Payne for the benefit of James H. Payne
widow of James Payne died against said Person
and a number of her debts in which there were
a judgment in favor of the Plaintiff and a copy thereof
is herewith filed marked (B) On this judgment
H. D. Ginn one of said Justice, and one of the
Pliffs in this suit paid the whole amount thereof
being \$136.70 of which he paid on the 18th day of
August 1870 \$100.00 and on the 17th day of Sept
1870 he paid the residue thereof of \$36.70

Another of said Suits or Motions was made in
the name of Hazel L. Hall for the benefit of the
benefit of L. F. Cook against Person and Securities
which resulted in a judgment against said party and
upon an execution which said Person the said
H. D. Ginn paid \$82.60 the full amount thereof
as will be seen by the Sheriff's receipt herewith
filed marked (C) And this payment was made
on the 20th day of December 1869.

Another judgment was obtained by the

commonwealth for the benefit of William A Jones
James T. Jones and John Kiddle against said
John Parsons and Associates, on which William
D. Richmond paid the sum of \$75.00 on the 19th
day of June 1874. And on the same judge the
said A. D. Fine paid \$45.00 of which \$35.00 was paid
June the 15th 1874, and \$10.00 Nov the 15 1874, and
Isaac T. Bishop on the same judge paid the sum
of \$30.00 of which \$20.00 was paid August the 26th
1874 and \$10.00 March the 22nd 1874.

Another judge was obtained by James T. Boyd
claim of John Heywood against said Parsons
and Associates, on which said Richmond paid
the sum of \$87.75 Oct the 10th 1875. The said A. D.
Fine paid the sum of \$91.37 of which \$50.00
was paid October the 5th 1875, \$20.00 Decr 10th 1875
\$17.00 January 20th 1876 and \$4.37 March the 7th 1876
And the said Isaac T. Bishop paid upon the
judgment \$88.41 of which \$25.00 was paid Sep
the 8th 1875, \$25.00 Decr 3rd 1875, \$6.50 January 5th 1876
and \$31.91 Feb August the 14th 1876. And on the
last judgment A. D. Fine in the administration
of his real estate in said Massachusetts accounted
for and paid upon the last judgment about the sum
of \$52.00 as well as some rec'd, but the date
of these payments I do not know nor is it desirable
to look after it, for it is now impossible to do so
left the State, and it is probable that the sum

these paid by him will not be more than his
 share of the aggregate sum paid by all, and
 thus nothing I shall pay or give notice to
 the same sum paid by it, except it be to say
 what I believe that Archbishop Gifford Bishop
 have paid the whole of and fragments to assist
 getting the benefit of the sum paid by it, and
 if I am correct, Dr Lloyd has collected on this
 judgment about \$32.00 more than he is entitled to
 receive thereon.

Amounts
 pd by each

The several sums paid out by A.D. Gifford as each security
 amount in the aggregate to \$353.67 and the interest
 which has accrued upon these payments from the
 time they were made down to Aug 14 1876 amount
 in the aggregate to \$91.56. For principal and interest
 therefore amounts to \$445.23 The principal of the
 Archbishops payments being \$162.75 and the interest
 being \$14.00 makes his claim amount to \$176.75 And
 the Bishops payments being \$118.41 and the interest
 thereon being \$6.03 makes his claim amount to \$124.44
 All of which amounts in the aggregate to \$718.72
 calculated down to August 14th 1876 and was the
 all that is involved in this suit the respondents
 among the solvent parties would be very so far
 as these payments are concerned.

About the claims here referred to, I suppose no
 question or doubt will arise as between the parties
 as to the puffs right to call upon their Co. Securities

for Contribution, and no other maybe some
doubt, as to the facts and main question, it
would perhaps be well enough before proceeding
further to appoint some person down to this
point among those thought to be competent. Should
if you should should determine against the
claim hereafter to be brought to your notice,
you will still have a statement before you
by which you can adjust all debts which there
is no controversy or dispute.

The plaintiffs are proceeding on their bill upon
the plea that ~~the defendants~~ there are joint
estates of those who are dead ~~who are~~ ^{deceased} ~~persons~~ ^{persons}
the living, and ~~the~~ ^{the} ~~deceased~~ ^{deceased} ~~persons~~ ^{persons}
Elizabeth Compton, Joseph Hillier James M. Persons
and John S. Perkins, and the estates of (Long)
William & Bell Persons, William Hughes and David
F. Hillier

Non Solvent
10

If this hypothesis is correct, it follows that there are 10 of the Securities who are solvent, and said sum of \$748.92 being divided into 10 equal parts each share will be \$74.89's

about to be sold
by auction

Now to equalize said practices the three Depts
will be entitled to collect from Eliza Cunningham
Joseph Phillips, James M. Parsons, Isaac S. Spaulding from
the estates of Mrs Parsons, Mrs Hughes & Doctor Phillips
in equal proportions the sum of \$524.24³ which
will impose upon each the payment of \$74.15
and when said sum is realized, the following

Note and copy
is 5 1/2

must be made equal, to do which R.D. Jones will
have to receive out of it \$372.33⁵, said Richard
\$101.75⁵ and said Bishop \$50.04⁵ - said action
must be done, and \$574.24⁵ will have been
exhausted, and said 10 parties with them
have been made equal, and I now file
herewith a paper marked (D) which shows in
tabular form, all the matters now stated.

We now come to the consideration of the main
points in the cause, the Levy and the bank debt.

On the 20th day of May 1861 the County Court
of this county became imbued with the patriotic spi-
rit, common to the people of this community at
that time, and as an evidence of that spirit
it ordered a levy of \$3000.00 upon the people of the
county, and appointed Judge M.B. Davis an
agent in the parts of the county to borrow said
sum, and to execute the bond or bonds of the county
for the same, and a copy of the said order is
herewith filed marked (E)

By another order of the said court, entered on the
same day, a copy of which is herewith filed
marked (F) the said court directed that \$1000.00
of the above mentioned sum should be collected
during that year.

On the 15th day of July 1861 the County Court
again appropriated the further sum of \$7000.00
for defraying the expenses of volunteers in the

in the Army of the Confederate States, and for the
defense of Virginia, and it appointed McHagan
to negotiate a loan for that sum, and to execute
the bond & lands of the County therefor, and the copy
of this order I now file herewith marked (G)

On the same day that the last mentioned order
was made the said County Court ordered that
the sum of \$3373.⁰⁰ of the sum appropriated by
the County of Lee for the purpose of defraying the
expenses of volunteer Companies raised in this
County for the Army of the Confederate States and
defense of Virginia, should be levied the same
present year, to be levied upon the same
subjects and in the same way, that the taxes
do and for the State are levied, And the Sheriff
of the County is ordered when he receives off his tax
tickets for the year 1861 against the tax payers of
the County to add at the bottom thereof 33¹/₃ per
centum of the whole amount of tax due from
each individual to the State, and to collect
the same and pay it over to the agents of the
County of Lee &c. and I now file herewith a copy
of this order marked (H)

This last order, was intended to cover all the
levy for the year 1861 so far as the wardrobe is
concerned, and was I think intended to supersede
one of a similar character made at the previous
May Term a copy of which I have already filed.

The object had in view by the Court at the time was to raise the sum of \$10,000.⁰⁰ which they had authorized to be loaned in three years and hence directed said sum of \$3373.00 for the first year, that being about one third of the entire sum appropriated.

The bonds of the County were secured by the two agents appointed for the purpose, and as well as promissory notes were made payable to the Ohio Life Bank (now dead) and by him endorsed, or assigned to the Exchange Bank of Virginia at Winchester, and by it they were discounted, the money brought home and used for the purposes for which the loan was negotiated:

There is no evidence now before me that this levy of 33¹/₃ per cent on the State taxes was collected by John Carson as Sheriff of this county during the year 1861. It is alleged by the plaintiffs in this suit, and not denied by the defendants so far as I have seen, and I suppose it is a well known fact that he did so collect it, for it would seem to be a part of the public history, and public acts of the county. I shall therefore take it for granted that he did collect it, according to the directions of the County Court. This levy was separate and distinct from the levy for County purposes. The County Court in May 1861. Decided the claims against the County

ascertained the aggregate thereof, and then divided
the same amongst the townships of the County, and
then the County expenses for that year were laid
upon the head of the tax payers, which was
long as I should call it, was found on paper.

At the fifteen years term, passed since said laws
were made, yet down to this time no settlement
of either has been made with Mr Parsons on account
of these collections. But as the war levy was
separate and distinct from the general County
levy, it is not necessary in this suit, to state
and settle Mr Parsons accounts with the County as
the general County expenses, in order to ascertain
how much he collected of the war levy.

Not long after the close of the war I commenced
to make a settlement with Mr Parsons of both these
levies, but as this was entirely completed, and
I now file herewith the statements then made
by me, of this war levy marked (I)

The Taxes due from this County to the State
for the year 1861 amounted in the aggregate
to \$11,712.68, and 33 $\frac{1}{3}$ per centum thereof will give
the sum of \$3904.22. And this sum I think was
the gross amount of Parsons Collections of said
war levy. He however was unable to collect
all the taxes that went into his hands, and he
accordingly returned as delinquents, State Taxes to
the amount of \$475.34. and 33 $\frac{1}{3}$ per centum thereon.

will give \$158.44 which being deducted from said
Sum of \$3904.22 would leave a balance of \$3715.78
as the gross amount of his Collections of the war levy,
And so that sum he is entitled to 5 per cent
Commission for collecting the same and five
per cent on the last mentioned Sum will give
\$187.28 which being deducted from said Sum of
\$3745.78 will leave a net balance of \$3558.50 and
this I think may be regarded as the net Sum
collected by Mr Parsons for that year on account
of said war levy.

If Mr Parsons and his Sureties are held to account
for that Sum, with interest thereon from the 15th
day of December 1861, without any deduction, then
when calculated down to August the 14th 1876 we
have the round Sum of \$6689.98

I have but little doubt, that much the larger
parts of said Sum of \$3558.50, was in fact, collected
by Mr Parsons in Confederate Money And if
it should be considered that he ought to be held
to account for the value of that amount of Confed-
erate Money as of January 1862. then said Sum
according to the standard of depreciation adopted
by the courts for ascertaining the value of that Currency
was worth about the Sum of \$2846.80 And if we
add to that the interest from January 14th 1862 to
August the 14th 1876 of \$2320.03 we have the round
Sum of \$5166.83

In 1862 the County Court directed me as its clerk to prepare and issue as money the notes of the county in sums smaller than five dollars to an amount equal to the sum appropriated by the county for the prosecution of the war, and pursuant thereto, I did issue what was called county money, to the amount of \$10,000.00 probably something over \$9000.00 say about \$9424.50. And of about sum said cash set apart by an order \$5000.00 for the support of the families of indigent volunteers, and out of the sum thus set apart, I disbursed on the order of said Court, somewhere between \$3000.00 and \$4000.00 as well as I now recollect, I thus paid out about \$3300.00 or \$3400.00, but the exact amount cannot now be stated.

In the latter part of the year 1862 - An arrangement was made by the State Authorities, with the agents or proprietors of Kings Salt works, for a large amount of salt which was to be distributed among the Counties of the State, and of that quantity about 1475 bushels was set apart, for the people of Lee County, for the month of December 1862. And in order to get that salt the County Court about the 15th of Decr 1862, appointed Francis Bishop an agent for the county, to receive and distribute said salt, and to pay the State agents for the same. And to enable Bishop to pay for said salt the said Court directed me to loan him \$4500.00 out of the

money which I had received for the County notes, and I accordingly let him have it, and took his note or bond for the same. At another time, the said Court for the same purpose, directed me to let the Bishop have the further sum of \$1600.00 and I accordingly did so, and took from him a second bond for that sum. Now these two loans amounted to \$6100.00, and these things stood, at the time said Bishop was killed, in the early part of 1863.

Some time after said two loans were made, the said County Court directed me, to pay into the bank at Abingdon, to the credit of the County, any money that might be in my hands, belonging to the County, realized for the sale of the County notes; but I paid nothing under this order, for the reason that I had loaned, and paid out, all that I had received for the County notes.

At the time Bishop was killed, it is said that a considerable quantity of money was found upon his person, supposed to have been realized by him for the sale of said debt, to the people of the County, and not long afterward Isaac T. Bishop one of the Plaintiffs in this suit qualified as said Bishop's executor and thereby became possessed of the money found on said Francis Bishop's person at the time of his death. And not long thereafter said Isaac sold said Frank's property for confederate

money as his Sale bill shows, and from these two sources said Isaac realized a considerable sum of Confederate Money.

Not long after these transactions, I informed said Isaac T. Bishop, that as the agents of the County had on said Francis Bishop's two notes or bonds amounting to \$6100.00 for money loaned him by the County with which to pay for the County Debt, and I also informed him, that the County Court had ordered me to pay into said Bank to the credit of the County, any County Money that, I might have on hand, I also told him that I had gone to pay into Bank for the reason that I had paid it out, and loaned it to said Francis Bishop. Isaac said to the said agent that if he would pay into Bank to the credit of the County, a sum equal to the amount loaned to said Francis, and present to me a receipt of the Bank officers showing that I had paid that sum there, that I would then surrender to him said Francis two bonds with receipts thereon showing that he had paid them to me, but at this time no such transaction was made, but this conversation may have given rise to the idea of lifting the County bonds in bank, and it is for the purpose of showing the entire transaction and the circumstances connected therewith that these particulars and details are given.

In March 1864, as well as I can now recollect

Isaac T. Bishop and myself went to Abingdon together. My object in going there was in part to bond a considerable quantity of Confederate Money for citizens of the county, and Mr Bishop told me that he had the same object in view, at least in part. After we had bonded or taken certificates of deposit for such money as we desired there to dispose of, the subject of the County bonds in Bank was in some way not now remembered brought up when Mr Bishop asked me what I thought of the idea of lifting said bonds, or whether or not I thought it would be a good investment, or something of that sort, to which I think I replied that it would be a good idea, or a good investment or some similar expression, and I again recommended him that I had Frank Bishop's notes, and that it would be well to lift or pay the bonds in Bank and thereby pay Frank Bishop's bonds to the County. He then said as well as I can remember, that he had some money of his own, and some that belonged to Mr Richmond together as he thought enough to pay said bonds and he believed he would pay them, and then we went to the Bank together ^{said bonds} where he lifted and paid the accounts due to the Bank Office.

The County bonds thus paid and lifted by Mr Bishop I cannot now find, because he says that they are either lost or misplaced so that he cannot find them but I suppose that at the time

he paid them, there was due the Bank, not
deposition—about \$11300.00 or \$11400.00 but this is
only an estimate.

About the month of Sept 1866, by direction of
the County Court, the two bondholders on
Francis Bishop, was surrendered to said Isaac
T. Bishop his army, and the amount of these
two, were credited upon the County bonds, or were
to be so credited, and in this way at least
\$6500.00 of the money paid to the Bank by Isaac T.
Bishop on the County bonds was returned
to him, so that it would only leave upon
the County bonds a balance of about \$5000.00 &
the difference between this sum, and the levy
collected by Parsons, exclusive of interest, would
be in round numbers say \$1441.50 as to
which said Isaac T. Bishop & Mr Richmond
have no remedy, unless they proceed against
the County, and should they do so, they would
in all probability be met by some provision
of Organic law, which provides in substance
that debts contracted or liabilities incurred
either by the State, Corporations or Counties which
had for its aim or object the furtherance or
promotion of the Rebellion shall not hereafter
be paid by State Corporation or County, and
this debt being one of that character, could
not be enforced as against the County of Lee.

The plaintiffs here are not seeking to enforce a debt against the county, they are seeking to collect from Parsons and his Securities, the same which had been levied, and accounted for the bank or intended as a payment on the county bonds held by the Bank. Now if the bank could have proceeded directly against Parsons and his Securities, without the intervention of a third party and ^{if} the transaction is of such a character that it must be looked upon as a sale and purchase or an assignment by the bank to Bishop and Richmond, then I see no reason why they cannot enforce this claim, since by this transaction in this view of the case Bishop & Richmond are substituted to such rights as the bank had nothing more not ~~nothing~~ left. If however the bank had no right to proceed directly, if she had no right which she could transfer, or if from all the facts and circumstances in the case, it shall be manifest that Bishop & Richmond were mere volunteers, and voluntarily without the consent of Parsons and his Securities undertook to make them, their debtors then again their must determine by what right they can maintain this claim if the case.

If it shall be determined that Parsons and Securities are liable to Richmond & Bishop on account of said levy and collections then the further inquiry will arise as to whether they are entitled to the entire

^{Levy}
all with its interest, or whether the sum collected
shall be reduced to the actual value of Confederate
Money as of January 1862 with the interest upon
that sum thus ascertained, Or whether the
Measure of recovery shall be the value of the
Money paid by them in the fragments of said
bonds as of March 1864. The time when the bonds were
paid, and taken up of Banks.

We have already seen what said Levy now an-
- amounts to, we have also shown what it amounts
to if the sum should be reduced to the value of
Confederate as of January 1862. And we will now
see what the Money was worth with which said
bonds were paid as of March 1864.

The Levy as before stated amounted to \$3558.50 and
the presumption is that it was collected by the 15th
day of December 1861 and if so. then it would bear
interest from that time forward, and the fragments
having been made in March 1864, it follows that
said sum had been on interest about two years
and three months so that the interest on said Levy
would have amounted to about \$480.89 and that
being added to said Levy will make an aggregate
sum of \$4038.89 which may be regarded as the
amount of said Levy in March 1864; at which time
about \$23.00 in Confederate Money was worth one in
gold, and at this rate said \$4038.89 was worth
\$175.60 or thereabout, and when we add the interest

on that sum from March the 14 1864 to August the
11th 1870 of \$132.18 we have the sum of \$307.88
as the present value of the money paid out on said
bonds on account of said levy in March 1864.

If Mr. Richmond & Bishop had the right to buy
said bonds, and thereby to acquire the right to said
levy, I can see no reason why they should not
be entitled to recover the whole amount thereof with
the accruing interest thereon.

Contracts entered into, and liabilities incurred, before
January the first 1862, are not liable to be sealed
in this instance. The liability or contract which consists
may be called, was incurred & entered into before the
first of January, 1862.

Mr. Parsons collected, if he collected said levy at all,
that which in contemplation of law, was equal to
\$3558.50, and that sum has remained in his hands
from the time it was so collected, to the present.
must he not therefore, be regarded as having received
full value thereof. If you borrow ones to 4. five
hundred dollars in gold, and I buy the debt for
One hundred that fact does not release you
from paying the full amount of your bond to 4) and
if not how can Parsons and his duties escape
from said liability?

If we leave out of view the legal, and look at it
alone in an equitable point of view, the subject
assumes quite a different aspect.

The plaintiffs and defendants in this suit became the joint and common sureties of John Persons in his official bond as Sheriff of this County, in doing which, they each incur the risk of incurring a common liability, in this instance a liability well incurred of considerable magnitude, in March 1864. Two of the common sureties bought the liability or joint debt in doing which they paid out money, which at the time of making said purchase, was only in fact, as we have already shown worth \$175.60 now in an equitable point of view, ought these two sureties to recover against the co. sureties anything more than the actual value of said money with its accruing interests, and by so doing place themselves on an equality and common footing

I will not however undertake to decide this point between them, but will leave them free to determine, and I do this, because your determination of the matter, will give the parties more satisfaction, than anyone could possibly do:

In order however to have the case in such a condition as to be finally determined I propose to prepare a statement showing how the accounts between the parties will stand if either of the three views just presented shall be adopted by your court as a settlement of the matter:

I learn from Mr. Richmond that Isaac T. Bishop, is principally interested in this matter of Levy's

to avoid conflict, in the Statement which I now propose to prepare I will consider this long matter as being wholly due Isaac T. Bishop, and leave its division to be made between him and Richmond according to their interests thereon.

I now file herewith marked (f) a paper upon which will be seen in tabular form, the three Statements to meet the three views growing out of this payment or purchase of the County Bonds.

If you shall be of opinion that Parsons Sureties are liable to Bishop, or to him and Richmond, for the full amount of the levy, without a reduction, and for interests thereon, then the first Statement in said paper (f) will meet that view of the case.

If you shall think that the levy should be scaled to the value of Confederate money as of January 1862, then that view will be met & provided for in the second Statement, and

If you shall be of opinion, that the correct measure of recovery, is the value of the money at the time Bishop paid it out, then this view of the case will be met, by the third and last Statement in said paper (f):

I have perhaps made Statements in this report, which ought to have appeared in the way of evidence, but that course was not convenient.

I believe I have stated the substance of the entire transaction, together with those which preceded and gave rise to the main question in the case.

And I trust that what I have here said, will
throw some light on the subject, and that you
may reach, as I have but little doubt you will
the correct conclusion as to the whole matter.

All which is respectfully Submitted

Henry Morgan Esq.

^{set out in exhibit}
This report and statement, "I" nothing Parsons
Suntin, ^{people} for the debt paid in Bank is
excepted to, because the payment of this
debt under the circumstances extinguished
the debt, and an action for money paid
out for Parsons un is the only remedy
for them who paid it, Sept 1/70

Hagan & Ridgman
for debt

A. D. Tyeon & others.

vs. $\frac{1}{3}$ Common's Report.
(1st Report.)

John Parsons & Others:

Filed August the 19th 1876

James H Orr Clk.

Commissioners fee \$27.00

Commissioner's Office, Lanesville Va, Aug. 22nd 1877.
A. D. Ginn + others... Plffs

against } In Chancery.
John Parsons + others... Defts }

To the Hon. John A. Kelly, Judge of the Circuit
Court of Lee County:

By a decree entered in this cause on the 28th day ^{of Sept}
1876, I was directed to enquire and report whether
there be any personal estate of Wm Parsons decd.,
William Hughes decd, and Dr. F. Wells decd which
is liable to be applied to their contributive share
of the Plaintiffs' demands in this cause, and what
real estate they severally died entitled to, and
which is now liable to the Plffs claim, and what
real estate the defendants Jas. M. Parson, Elijah Pen-
nington, Jos. Willis, and Ira G. Sprinkle now own
subject to said claim, and the annual rental
value of said real real estates.

Having had some transactions with the personal
representatives of the estates of William Parsons, Wm
Hughes + Dr. F. Wells, and the pecuniary matters con-
nected with their several estates, I am safe in say-
ing from my own personal knowledge, I think, that
there are no personal assets belonging to either of the
said estates liable to the Plaintiffs' claim, and
I therefore so report touching that branch of the en-
quiry.

The land owned by Dr. F. Wells, at the time of his

death and now liable to the Plaintiffs claim are shown by the copies of two deeds herewith filed, marked 1 & 2. As to the annual rental value thereof, I have ^{not} taken nor made any inquiry, because one Joshua B. Hobbs is not only solvent, but from time to time who is the guardian of the infant children of said Hobbs, has made an arrangement with the plaintiffs by which he is to assume said Hobbs' contributive share, whenever the same shall be ascertained.

I now file herewith a copy of another deed marked 3, which shows the land now owned by the heirs of Mrs. Parsons' death, and which is the only land, of which I have any knowledge, liable to the Plaintiffs if it is so liable.

Before the late war, as I am informed, William Parsons bought the land described in said deed from John Parsons, and before the death of William Parsons, which occurred during the war he had nearly paid John Parsons for said land, and since the war, his personal representative has fully paid said purchase money, as I suppose, out of said William's personal estate, when the said John Parsons conveyed the land to the heirs of said William, and these being substantially the facts with reference thereto, I suppose said real estate would be liable for said William Parsons' contributive share of — the Plaintiffs demand.

I now file herewith the deposition of John B. Graham and by reference thereto (marked 4) it will be seen

that the annual rental value of the lands owned by the heirs of said William Parsons is about thirty dollars.

The said William Hughes, at the time of his death, was the owner of a tract of land in this County, which descended to his heirs at law - subject to the power of his widow. Said power has been assigned to his widow, and said land has been subdivided among his heirs at law, as will be seen by a copy of the Commissioner's report who made the subdivision herewith filed, marked 5.

This last mentioned paper contains a plat of the lands owned by the said William Hughes, at the time of his death, and it shows that the same was partitioned and allotted to eight of his heirs at law, three of these shares or interests have passed into the hands of strangers, another share has been sold by one co-heir to another. So that five shares are now held by four of his heirs, and what these now hold is alone liable to the plaintiffs' demand, and Mr Graham's opinion is, that these four or five shares are reasonably worth from \$5000 to \$6000 in annual rental value (see his depo. marked 7.)

I now file herewith copies of three deeds, marked 6, 7, & 8 which will show the lands owned, or lately owned by Isaac G. Sprinkle, and which, I suppose will be liable to the Plaintiffs' claim, provided, that there are not other liens, or encumbrances to absorb the entire value thereof.

Mr Wm S. Hurst who lives up on these lands, and who is the son-in-law of said Sprinkle, says that the same ought reasonably to be worth \$150.00 in the way of rent per annum.

I understand, however, that, a few years ago, said Sprinkle sold a part of these lands on the West end of this tract to Mr Gion, also a son-in-law of his, and that more recently, he has sold the residue or the greater part thereof to his son Harvey Sprinkle. I am also informed that said Harvey Sprinkle was paying for his father, and upon his debts and liabilities, the price which he was to give for said land.

In this case, I have not investigated the subject to see how far, and to what extent, these lands in the hands of the present owners, would be liable to the claims because there are one or more suits now pending in your Honor's Court, in which, in all probability, all liens and encumbrances, together with said conveyances, will be investigated; and, should that be done, the several judgments against John Parsons, and his securities, which form the basis of the Plffs' demands in this cause, will then be investigated, and the rights of the several parties settled. And hence, I have contented myself with saying only this much in this cause, with reference to the lands lately owned by Ira G. Sprinkle aforesaid.

I now file herewith copies of five deeds, marked 9. 10. 11. 12 + 13, which will shew the lands now owned by Joseph Willis, and which are liable to the Plffs' demand.

Mr Willis himself, in his deposition (see the same marked 4)

5. says, that he is the owner of about 300 acres of land, lying on Blackwater, of which about 100 is cleared & in cultivation; he further says, that his said lands are reasonably worth \$100.⁰⁰ per year in rent.

I now file herewith another paper, marked 14, which is a plat of a partition of certain lands among the heirs of the late Edward Pennington dec'd, of whom Elijah Pennington is one.

Lot marked No. 1. on said plat, supposed to contain 375 acres, shews, I suppose correctly, all the real estate which Elijah Pennington now owns, and Mr Graham is of opinion (see depo^{marked} No. 4) that said lands are reasonably worth \$30.⁰⁰ in rent per year. This land if liable to the plaintiff's claim would, I have no doubt, be ample to fully pay and discharge the same.

About the year 1868, said Elijah Pennington went into Bankruptcy and he says, that in December 1869 he obtained in the Bankrupt Court a full discharge of all his debts & liabilities provable in that Court &c.

The lands above referred to, I am informed, was assigned to him out of his estate by the Bankrupt Court as for his exemptions allowed by the Bankrupt Laws of the U. S.; and, they being such, he claims that they are not liable to the Plff's demand. As to whether they are or are not so, your Honor must determine.

At the time said Pennington went into Bankruptcy, he was the owner (in addition to the lands above referred to) of another valuable tract of land lying on the North side of Powell's River, on

aining some two or three hundred acres, and which were subsequently sold by said Pennington assignee in Bankruptcy for some \$3000.00 or \$4000.00, the exact amount I cannot remember.

There is nothing in the case, so far as I have seen, which shows at what time said Pennington filed his petition in Bankruptcy. He states, however, in his answer that it was during the year 1868, and it is very probable that his statement as to the year is correct: and I expect, if the proper proof was produced, it would show that his petition was filed in Nov. or Dec. of that year.

I now file herewith three other papers, marked 15, 16 & 17 which are copies of deeds of conveyance to James M. Parsons, and these, in all probability, show all the lands that James M. Parsons ever owned during his life; or, at all events, they will, I suppose, show all the lands to which he had a Fee Simple title.

By reference to paper marked 4 it will be seen that Mr. Graham testifies, that said Parsons was the owner of three tracts, or the apparent owner of three tracts of land, one of which contains from 75 to 90 acres, another about 115 acres and another about 200 acres. I cannot state with certainty that the three tracts referred to by Mr. Graham are the same three tracts conveyed in the three deeds, copies of which I have just filed as exhibits marked 15, 16 & 17, but I suppose, in all probability, they are.

Mr. Parsons went into Bankruptcy about the same

time that Mr Pennington died, and two of the tracts
owned by him were sold by his assignee in Bank
ruptcy, and is now in the hands of the purchasers
at said sale or their vendees; and the third of said
tracts, it is said, by some means or other, was not
surrendered in Bankruptcy by said Parsons, but was,
by some hook or crook, conveyed to other parties, the
manner or mode of which is not known to me.

As before remarked in relation to Pennington
I suppose, if the fact were shown, that Parsons
filed his Petition in Bankruptcy about November
or December 1868, and that he obtained his dis-
charge sometime during the following year.

Now, as to whether or not any of the lands
owned by Parsons, in his lifetime, is liable to the
Plaintiff's demand is a question, about which I
am not now prepared to express an opinion with
the information now before me, and I would scarcely
undertake to ferret out and ascertain all the facts
in relation thereto, for the amount involved.

One of the judgments which gave rise to the Plaintiff's
demand was rendered on the 21st day of Nov. 1867
- about a year before said Parsons went into Bank-
ruptcy, another was rendered on the 25th day of
June 1868 while said Parsons' petition was, in all
probability, pending in the Bankrupt Court, another
was rendered March 1873; and a fourth
in July 1875, the last ^(1 only) of which, it will be
shown

One on 22nd Feby
1867. See also
filed. Lane

Should be
22nd 1867
as above.

Lane

X 1 only. Lane

observed, were rendered after said Parsons had obtained his discharge in the Bankrupt Court, and copies of said fragments are herewith filed, marked 15, 19, 20 & 21.

Elijah Pennington and James M. Parsons filed their Petitions in Bankruptcy about the same time, and I suppose obtained their discharge about the same time, and the facts applicable to one would apply with equal force, to the other, with this difference only that said Elijah Pennington is now the owner of a tract of land, while said Parsons, at time of his death, did not own any land.

I am inclined to think, from all I can see of this case, that the Plaintiffs had about as well abandon the idea of realizing anything from the estate of James M. Parsons, owing to the complications surrounding the real estate which he once owned, and I would suggest to them the propriety of making Solomon Payne and the heirs of Alex^r Payne defendants to their Bill, and bringing them before the Court, and require them to bear their share if the loss sustained, by reason of the Securityship in the Plaintiffs Bill mentioned.

The three Pliffs, with 14 others, in Jan'y 1861, became the securities of John Parsons in his official bond as Sheriff of this County, and in this suit the Pliffs have only brought ⁴¹ 7 out of the 14, before the Court, as Defendants, and have omitted to bring

9. bring Solomon Payne, and the heirs of Aba: Payne
before the Court. If they had done so, and had
left out James M. Parsons, as insolvent, I think
they would then have "hit the nail upon the head"
or in other words they would then have "had the
right sow by the ear", out of which they might
reasonably expect to realize something. For, as I
am informed, the said Solomon Payne is perfect-
ly good and solvent for his share of said loss,
and Aba: Payne died the owner of several
hundred dollars worth of lands, out of which
his share might be realized.

All which is respectfully submitted.

Henry J. Morgan, Counselor.

A. D. Gion & others

vs. Comrs' 2nd Report.

John Parsons & others.

Filed Oct 6th 1877.

James H. Orr clerk.

Comrs Fee: \$18.00

Correspondence Office Jonesville Aug 25 1875
A. N. Gibson & others Deft

John Parsons & others Deft

To the Hon. John A. Kelly Judge of
the Circuit Court of Lee County.

In my report filed in this cause on the
19th day of August 1876, I there ascertain and
show that the three plaintiffs as co debtors
of John Parsons had paid out as debt \$745.72
as of August the 11th 1876, of which sum the
Deft. A. N. Gibson had paid out \$447.23 H. D.
Redmond \$176.75 and J. T. Beshoff \$121.74
making said aggregate. And this is exclu-
sive of the County tax, and the Alexandria Bank
matter both of which are included in account
by your claim of the 5th of Sept. 1876.

Since my first and second reports were filed in
this cause the Defts have filed an answer and
by which they have brought before the Court three new
parties, brought to be solvent for their part of the
debt said John Parsons, Solomon Payson and the
heir of Alexander Payson, and these three, with the
10 debtors before the Court will make 13 who ought
to pay equally and pay equally said \$745.72 and
this sum divided among the 13, would require
each one to pay \$57.61 with interest from Aug 11
1876. And the three Plaintiffs having paid over to
their share of the debt the above would be entitled

against the 10 drafts for said sum of \$57.61 with interest as
aforesaid and that would give the sum of \$57.10 with
which to pay from Richmond & Bishop, of which
sum you might have been paid \$11.22, Richmond \$11.14 and
Bishop \$1.24. Because you have paid a sum of \$47.23 Rich-
mond \$17.75 and Bishop \$10.94 and when each of the
shares of the top is deducted from the sum it will
be a sum of three hundred dollars.

In my second report I suggested the propriety
of coming out of this contribution and of determining
whether the draft James M. Pearsall and his estate
if that is done contribution will have to take place
between 12 and if so made the share of each
will be \$52.41 with interest as aforesaid, and out of
the sum three hundred out of the 7 other drafts said
you will be entitled to receive \$351.22 Richmond \$114.34
and said Bishop \$2.53 with interest from same time.

In this last view of the case, the persons to be charged
against are Elijah Pennington for William Ira C. Sparks
the heirs of Mr. Pearsall, the heirs of Mr. Bishop the heirs of
D. F. Mills, the heirs of Alexander Dyer, John P. Pearsall
and Lawrence Pearsall. And in the first view
of the case the same parties with the heirs of James
M. Pearsall.

It is possible if not probable that a close examination
might disclose the fact that some of the funds were
owned by James M. Pearsall and he would be liable for his
share of the top but I would almost as soon pay
his part as to investigate the matter thoroughly and

the various questions that could grow out of it and
increase and land the long since passed into other
hands, and the present ones I have no idea
what number it will be at the end of - with

All which is respectfully submitted

Henry J. Morgan Esq

Aug 14th 1875

- 4 D. from letters

as 3 from 3rd. Repub.

John D. Cassin's

Lila Aug. 24th 1878

Rth. On In. D.C.

Commiss fee \$2.25

This Deed made the 22nd day of January 1861 between John G. Wood Trustee of the first part and Doctor F. Wells of the other part, both of the County of Lee and State of Virginia, Witnesseth that whereas Andrew J. Estep on the 17th day of April 1859, executed to the said John G. Wood, a trust deed on a certain tract or parcel of land in said County mentioned to secure to Andrew J. Estep a certain sum of money therein mentioned, together with the costs attending the execution of the same, and default having been made by the said Estep in the performance of the condition therein contained. The said Wood pursuant to the provisions of said Trust Deed, having advertised the time, terms and place of sale of the said land, and the said Wood having at the term of the County Court of Lee County, offered at the front door of the Court house of said County for ready cash the said land in the trust said mentioned, and the said Doctor F. Wells having offered the sum of \$85.00, which was the largest sum bid by any one for the said land, the same was then sold knocked off to the said Doctor F. Wells. Now this Indenture witnesseth that for and in consideration of the said sum of \$85.00 to the said Wood in hand paid by the said Wells, the said Wood doth bargain and sell unto the said Wells, a certain tract or parcel of land lying and being in the County of Lee and on the North side of Powell's River at the mouth of Coxes branch, and bounded as follows. Beginning on a black Gum thence Northward 14 poles to a Sugar tree. Thence Southwardly 20 poles to a Stake, thence Eastwardly 13 poles to the beginning. To have and to hold the tract or parcel of land with all its appertinences unto

The said Wells and his heirs forever, and the
said Wood covenants that he will warrant
Specially the land hereby conveyed Witness the
following Signature and Seal,

J. G. Wood Seal.

In County Court Clerk's office the 31st day of Jan'y.
1861. This indenture of bargain and sale for land
between John G. Wood of the one part and John
H. Wells of the other part, was acknowledged
before me by the said John G. Wood and admitted
to record.

Teste William S. Saul P.C.

A copy

Teste R. M. H. L. W.

(1)

John G. Wood
Wm. S. Saul
John H. Wells

Doctor F. Wells
Know { Copy of Deed
Wm Parsons' heirs

(2)

This Deed made this 13th day of February 1860, Between Edward Parsons, Abraham D. Zion and Mary his wife John Parsons, Joseph P. Bishop and Martha his wife Elizabeth Parsons William Parsons and Zion Parsons of the first part and Doctor F. Wells of the other part, all of the County of Lee and State of Virginia. Witnesses that for and in consideration of the sum of the sum of two thousand one hundred dollar to the said Edward Parsons, Abraham D. Zion and Mary his wife John Parsons, Joseph P. Bishop and Martha his wife Elizabeth Parsons William Parsons and Zion Parsons in hand paid by the said Doctor F. Wells, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do bargain and sell unto the said Doctor F. Wells all their right title interest claim and demand in and to a certain tract or parcel of land lying and being in the said County of Lee and on the north side of Powell's River being the same land conveyed by Deane Trotter and wife, John Trotter and wife to William Parsons by Deed bearing date the 26th day of June 1857 which interest consists of 7/8 of the above named tract or parcel of land which descended to the parties of the first part as heirs at law of the said William Parsons dead, and which entire tract is bounded as follows. Beginning at a white oak corner to John Belshires land and on the original line of a survey of land containing 470 acres patented in the name of Joshua Rutledge of which this is a part, and with the same 55 1/2 poles to a white oak on the east side of a hill 136 1/2 poles to a double white oak near the river and a cliff of the same, thence leaving said old line and with the several courses of Powell's River 370 poles to said John Belshires line, and with the same to the Beginning.

Containing 141 - be the same more or less, and subject to the same dower, To have and to hold the said 7/8 of the said tract or parcel of land with all the appurtenances unto the said Doctor F. Wells and his heirs forever, and the said parties of the first part, covenants to and with the parties of the second part, that they will warrant generally the land hereby conveyed. In witness whereof the said parties of the 1st part have hereunto subscribed their names and affixed their seals the day and year first herein written.

Joseph P. Bishop (Seal)
Martha Bishop (Seal)
William Parsons (Seal)
John Parsons (Seal)

Edward Parsons (Seal)
Abraham D. Zion (Seal)
Mary Zion (Seal)
Zion Parsons (Seal)
Elizabeth Parsons (Seal)

In Lee County to wit:-

We John Smyth & Tobias Pennington Justices of the Peace for the County aforesaid do certify that Mary Zion the wife of Abraham Zion whose names are signed to the writing hereto annexed bearing date on the 13th day of February 1860, personally appeared before us in the said County and, being examined by us privately and apart from her husband and having the said writing fully explained to her she the said Mary Zion acknowledged the same to be her act and declared that she had willingly executed the same, and does not wish to retract it. Given under our hands this February the 17th 1860.

John Smyth J. P.
Tobias S. Pennington J. P.

Lee County Court Clerk's office the 20th day of Feb. 1860
This Indenture of bargain and sale for land, between Edward Parsons, Abraham D. Zion and Mary his wife Zion

Persons Elizabeth Parsons Joseph S. Bishop and Mary
his wife William Parsons and John Parsons of the one part
and Pastor S. Wells of the other part was acknowledged
before me by the said Edward Parsons Abraham K. J. and
Elizabeth Parsons John Parsons Joseph S. Bishop and
Martha his wife William Parsons and John Parsons,
(the the said Martha Bishop being examined before
privately and apart from her husband as the said Wells)
and together with the certificate of acknowledgment
and fixing examinations of the said Mary J. as
admitted to record.

W. J. Morgan C. C.

A Copy

Test. C. H. O. p. M.

This Deed made the 18th day of February in the year 1865, between John Parsons of the County of Lee and State of Virginia of the one part and William Parsons of the County and State of Virginia of the other part and if the said William be dead then to his lawful heirs, heirs at law, that he and in consideration of the sum of six hundred and ninety one dollars and eighty seven cents in hand paid the receipt whereof is hereby acknowledged, the said John Parsons doth grant bargain and sell unto the said William Parsons or his lawful heirs as aforesaid a certain tract or parcel of land lying and being in the said County of Lee on Bankers bridge and bounded as follows to wit: Beginning at two live oaks & black oak corner to A. D. Jones 4520 1/4 poles to a poplar black oak & hickory 1177 1/2 poles to a point 5532 1/4 poles to a black oak and poplar 566 1/4 poles to a hickory and small chestnut in a hollow 538 1/4 poles to a black oak 554 1/2 poles to a live oak on said Jones line with the same 556 1/2 poles to the beginning containing 124 acres be the same more or less and the said John Parsons covenants with the said William Parsons or his heirs as aforesaid that he will warrant & defend the same hereby conveyed, Witness the following signature and seal.

John Parsons

Lee County Court Clerk's Office the 20th day of February 1865 This Indenture of bargain and sale for land between John Parsons of the first part and William Parsons or his lawful heirs of the other part, was acknowledged before me by the said John Parsons to be his act and deed and being duly stamped, is admitted to record.

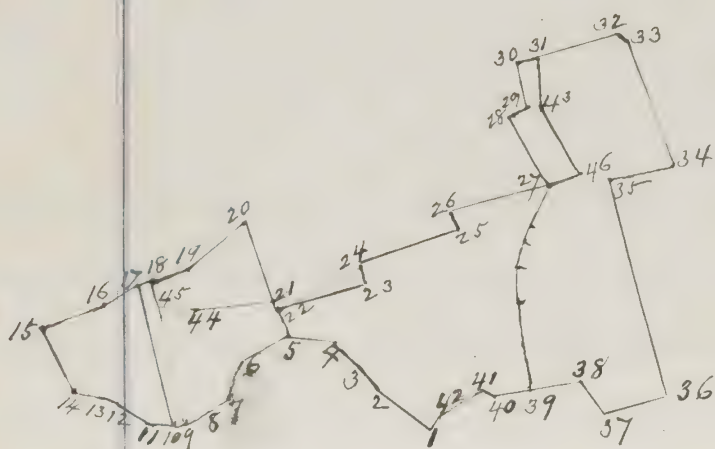
W. J. Morgan Clerk

A Copy

Teste R. H. Orr Jr. D. C.

William Parsons
From Copy of Deed
John Parsons

(31)



G. W. Hughes - Plff
against
John Hughes et al Defts

To the Hon. Circuit Court of Lee County :-

Pursuant to your decree rendered the 20th day of September 1867, the undersigned Commissioners, appointed by said decree for that purpose, have partitioned and assigned the land of William Hughes Jr. deceased among his heirs at-law, in accordance with said decree, and beg leave to report: First, we ascertained the value of the whole tract of land to be \$2100.00; we then laid off and assigned to Elizabeth Hughes, the mother of David Hughes 1/10 of 1/10 in value of the whole of the said tract of land which is bounded as follows, to wit: Beginning at two hickories, corner to the share assigned to the children's heirs of William Hughes Jr. deceased, thence S 16 E. 3 poles to a stake, thence N 72 1/2 E 80 poles to a stake on the Benedict line & with the same N 48 W 3 poles to a stake, corner to the share assigned to the children & heirs of the said William Hughes Jr. deceased & with a line thereof S 72 1/2 W 80 poles to the beginning, Containing 1 1/2 acres, be the same more or less. See Fig' 10, 9, 18, 17, 10, which we value at \$21.00; and we then laid off and assigned to Isaac T. Hughes an equal interest therein with the said Elizabeth, which is bounded as follows, to wit: Beginning at a Black Oak, Sourwood, & 2 Dogwoods, corner to Joseph Eli's land, thence S 18 E 10 poles to a stake, thence N 57 E 40 poles to a stake, thence N 80 E 20 poles to a stake on Hobbs' line & with the same N 18 E 5 poles to C

chestnuts, corner to said Hobbs' & also corner to said Ely's. Thence
said Ely's lines S 73° W 2.6 poles to a locust (now down) N 26° W 9 1/2
poles to a stake, thence S 65° W 40 poles to the beginning, contain-
ing 3 acres, be the same more or less. See Fig 27, 46, 43, 31, 30,
29, 28, 27 which we value at \$21.⁰⁰ which interests & shares the
said Elizabeth & Isaac T. are entitled to out of the land which
descended to them from the said David Hughes dec'd; ;
We then partitioned the residue of the said land into eight
shares, as nearly equal in value as practicable, with the
exceptions hereinafter stated; we then assigned one of these
shares to the children and heirs of William Hughes Jr dec'd
which is bounded as follows, to wit: Beginning at S. Kirk-
man's, corner to the share assigned to Elizabeth Hughes & also
corner to William Ely's Land & with said Ely's lines & along
the top of a ridge N 90° E. 16 poles to a stake N 35° E 19 poles to a
stake, S. 18° E 7 poles to a stake, N 6° E 13 poles to a stake on Jobi-
as Pennington's heirs' land & with the same N 60° E 38 poles to a
stake, corner to the said Benedict land & with lines thence
and down Spar S 22° E 34 poles to a stake S 48° E 20 poles to
a stake, corner to the share assigned to the said Elizabeth
Hughes & with a line thereof S 72 1/2° W 80 poles to the beginning,
containing 17 acres be the same more or less. See Fig 19, 11, 12, 13,
14, 15, 16, 17, 10, which we value at \$271.75; we then assigned
one of these shares to the Plaintiff, E. H. Hughes, which is
bounded as follows to wit: Beginning at a stake, corner
to Joseph Ely's land & on the Benedict line & with the said
Benedict line N 40° W 37 1/4 poles to a large poplar N 15° W
24 poles to a stake, corner to the share assigned to the said
Elizabeth Hughes & with a line thereof S 72 1/2° W 17 poles
to a stake, near the house where Ira E. Hughes now
lives, thence S 6° W. 24 poles, dividing a Spring, to

a stake, thence $S 8^{\circ} E$ 37 poles to a stake on said Joseph Ely's line & with the same $N 67^{\circ} E$ 40 poles to the beginning, containing 12 acres, be the same more or less. See Fig. 21, 20, 19, 18, 45, 44, 21, which we value at \$271.75, we then assigned to John Hughes, John Hughes, Nancy Hughes, Polly Hughes, Ira E. Hughes and Lytal Hughes the other six shares, or the residue thereof, who elected to have their shares adjoining and together, which are bounded as follows, to wit; Beginning at a stake in the elm branch corner to Asiam Ely's land & with lines thereof $N 20^{\circ} E$ 38 poles to a beech, $N 56^{\circ} E$ 13 poles to a Sugar tree (now gone), $N 49^{\circ} E$ 16 poles to a beech, $N 5^{\circ} E$ 24 poles to a double dogwood, double Poplar & Gum (dogwood & poplar gone), $N 24^{\circ} W$ 25 poles to a Gum, $N 81^{\circ} W$ 22 poles to a White Oak, $N 30^{\circ} W$ 10 poles to a steeping white oak, $N 16^{\circ} W$ 15 poles to a stake, corner to the share assigned to the said Elizabeth Hughes & with a line thereof $N 72^{\circ} E$ 61 poles to a stake near the house where Ira E. Hughes now lives, corner to the share assigned to the Plaintiff, G. H. Hughes & with lines of the same $S 6^{\circ} W$ 24 poles dividing a Spring to a stake $S 8^{\circ} E$ 37 poles to a stake on a line of Joseph Ely's land & with lines thereof $S 67^{\circ} W$ 8 poles to a White Oak (now gone), $S 20^{\circ} E$ 50 poles to a stake & red elm $N 72^{\circ} E$ 6 poles to a stake, $S 20^{\circ} E$ 56 poles to a stake on the Campbell line & with the same $N 5^{\circ} E$ 9 poles to a stake, corner to another tract of said Joseph Ely & with lines thereof $S 18^{\circ} E$ 65 poles, passing a Black Oak, Sourwood & 2 Dogwoods, said Joseph Ely's corner at 55 poles to a stake, corner to the share assigned to the said Isaac S. Hughes & with lines thereof $N 67^{\circ} E$ 40 poles to a stake $N 80^{\circ} E$ 26 poles to a stake on Hobbs line & with the same $S 18^{\circ} E$ 48 poles to a Cucumber, said Hobbs corner, thence $S 20^{\circ} W$ 4 poles to a Maple & 2 Sourwoods thence $S 67^{\circ} W$ 70 1/2 poles to a white oak & Hornbeam near a Spring, corner to A. E. Ely's land & with lines thereof, dividing said Spring $N 12^{\circ} W$

14)

34 poles to a Rock, S 77° W 114 poles to a poplar N 18° W 34 poles to a stake on said Hiram Ely's line & with lines thereof N 55° E. 24 poles to a stake, thence N 8° W 44 poles to the mouth of the said Elm Branch & up said branch as it meanders N 17° E 4 poles to a stake N 14° W 15 poles to a stake, thence N 66° W 14 poles to the Beginning, containing 121 acres, be the same more or less. See Fig. 1, 2, 3, 4, 5, 6, 7, 8, 9, 45, 44, 21, 22, 23, 24, 25, 26, 46, 43, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 1.

We value the four — first named children's shares viz: John, Tobias, Nancy & Polly Hughes at \$271.75 each, and the share of Ira Hughes at \$215.75, who has received as an advancement property of the value of \$58.00, and the share of Lytal Hughes at \$211.75 who has received as an advancement property of the value of \$60.00, making the value of the whole six shares: ————— \$1514.50

William Hughes' Children & Heirs share value \$271.75

G. W. Hughes share ————— value \$271.75

Elizabeth Hughes' share ————— value \$21.00

Isaac T. Hughes' share ————— value \$21.00

Total ————— \$2100.00

Your Honor will thus perceive that a full share of the present heirs is valued at \$271.75, while Isaac T. Hughes received as an advancement property of the value of \$353.00, making an excess over the present Children & Heirs of \$91.25. This last named tract is subject to the Dower Interest of Elizabeth Hughes, widow of William Hughes Sr. dec'd, which dower interest is embraced entirely within the boundary lines of this tract, and which dower interest has been laid off & assigned to the said widow by Commissioners appointed by the County Court of Lee County which is represented by Fig. 1, 2, 3, 4, 5, 22, 23, 24, 25, 26, 27, 39, 40, 41, 42, 1. John Hughes & Tobias Hughes claim that they have purchased the interest of the said Lytal Hughes in said tract of land, and the said John Hughes claims

claims that he has purchased the interest of the said
Ira G. Hughes in said tract of land, and that they have
deeds for the same. All of which is respectfully submitted
Feb 29th 1888.

(signed) Carr Bailey

John P. Graham } Comrs.

Joseph Ely }

Copy of
Partition of Land
Among
William Hughes his

(51)

This Indenture made this 23^d day of August in the year 1854, between James Garrison of the County of Wayne of the one part, and Ira G. Sprinkle of the other part, Witness that in consideration of the sum of three thousand dollars the said Garrison bargains and sells to said Sprinkle the following tract or parcel of land lying and being in the County of Lee and bounded as follows to wit, Beginning on a Chestnut, horn beam and sassafras S 34 E 18 poles to a sugar tree S 30 E 30 poles to two Chinquapin oaks and two ashes S 53 N 76 poles to two white oaks and a licheny corner to John Hoover S 21 N 60 poles to two cedars and a red bud near a cove N 32 W 70 poles to a Stake on a line of the Cedar Spring Tract and with the same S 57 N 24 poles to a Stake in the middle of the road near a black Walnut marked as a corner thence with the middle of said road Southwestwardly 24 poles to a Stake S 57 N 38 poles to a white oak by the side of said road, N 86 W 32 poles to a Stake in said road thence north to the river, thence up the same and with the meanders thereof to the beginning, Containing Two hundred and sixteen acres be the same more or less (four tracts being herein embraced in one) to the said Ira G. Sprinkle and his heirs forever with all the appurtenances whatsoever thence unto belonging unto the said Ira G. Sprinkle and his heirs against the claims of all persons whomsoever shall warrant and well forever defend, The said James Garrison for himself and his heirs will warrant the said land unto the sole use and behoof of the said Sprinkle and his heirs against the claims of all persons whomsoever, In witness whereof the said James Garrison for himself and his heirs hath herunto subscribed his name and affixed his seal the day and year above written.

James Garrison (Seal).

Litch County Clerk's Office the 26th day of August
1857 The Indenture of bargain and sale for land between
James Garrison of the one part and Dr. G. Sprinkle of
the other part, was returned & lodged before me and
admitted to record.

Wm. Sumner Garrison, Special D.C.
A copy
Filed - R. N. Cox Jr. D.C.

(61)

To G. H. Sprinkle
from Copy of A. C. C.
James Garrison

This Indenture this day of January in the year of our Lord
1859 between Charles Cook and A. D. Stout of Lee County
Virginia, and Ira G. Sprinkle of the other part. Witness
eth, that in consideration of the sum of thirty dollars the
said Cook & Stout doth bargain and sell to said Sprinkle
the following tract or parcel of land lying and being
in the County of Lee and State above named, bounded
as follows to wit: Beginning at a forked Dog-
wood and white oak, thence north 50° 10' poles to
three white oaks among cypresses on the side of a
River, 135° 23' poles to three hickories and ash, thence
S 38° 23' poles to two white oaks and a hickory sapling,
thence S 50° W 124 poles passing Venables Corner at 42
poles and with his line to a white oak and black wal-
nut, thence N 45° W 18 poles to the beginning, containing
16 acres more or less, one tract being herein embraced and
to the Ira G. Sprinkle and his heirs forever, with all the
appertinances whatsoever thereto the said Ira G. Sprinkle
and his heirs against the claims of all persons whom-
soever shall warrant and well defend, the said Charles
Cook & A. D. Stout for themselves and their heirs will
warrant said land unto the use and behalf of said Sprin-
kle and his heirs against the claims of all persons whomsoever
~~Indenture~~ whereof the said Cook & Stout for themselves
and their heirs hath hereunto subscribed their names and
affixed their seals, the day and year above written,
Charles Cook Seal
A. D. Stout Seal.

Lee County Court Clerk's Office the 21st day of Dec. 1859.
This Indenture of bargain and sale for Land between Charles
Cook & Alex. D. Stout of the one part, and Ira G. Sprinkle
of the other part, was acknowledged before me by the
said Charles Cook and Alex. D. Stout, and admitted

Geo. G. Shinnick
Sole & copy of Deed
Charles Cook et al

(7)

to record.

H. J. Morgan Co. & Co.
of Dept. State. P. M. Corp. & Co.

This Indenture made and entered into this 11th day
of October in the year of Our Lord Eighteen hundred and
fifty, Between Herman Sprout & Phebe his wife of the County
of Lee and State of Virginia of the one part, and Dr. G.
Sprinkle of the County and State above written of the other
part, Witnesseth - that the said Herman Sprout and
Phebe his wife for and in consideration of the sum of One
hundred and seventy five dollars, to them in hand paid
bath this day granted bargained and sold unto the said
G. Sprinkle a certain tract or parcel of land lying and be-
ing in Lee County and State of Virginia on the waters
of Wallens Creek, containing One hundred acres
more or less, and bounded as follows, to wit: -
Beginning on two gum trees by a path S 61° west to a white
oak and gum in a line of a Survey made for A. Roper, thence
with said Roppers line S 76° 14' 7" poles to three white oaks on a
Ridge, thence N 83° W to Ropers line, thence down the branch
to two beeches corner to Benj. Hills land thence S 20° E 80 poles
to a Stake, thence N 65° E 14 poles to a Stake, thence N 2 W 24 poles
to two white oaks, thence N 34° E 13 poles to a white oak S 15° E 63
poles to a white oak in Campbells line, thence with said
line N 23° East to a white oak on the top of a Spur, thence
N 20° East along the top of said Spur to the beginning to have
and to hold the said tract or parcel of land with all
the appurtenances thereunto belonging to him the said
Dr. G. Sprinkle forever. And the said Herman Sprout and
Phebe his wife for themselves their heirs and assigns
doth hereby covenant and fully Convey to the said Dr.
G. Sprinkle his heirs and assigns forever, free from
the claim or claims of all persons whomsoever, the
tract or parcel of land aforesaid, with all the appur-
tenances belonging, and by these presents well warrant
and forever defend unto the said Dr. G. Sprinkle his

have and assign forever. In witness whereof we have
hereunto set our hands and seals this day and date
above written.

Hiram Sprout (Seal)
Phoebe Sprout (Seal)

Lee County to wit:-

We Samuel H. Duff and Joseph Duff Justices of the Peace
in and for the County of Lee and State of Virginia of the
one part do certify that Hiram Sprout a party to a certain deed
bearing date the 17th day of October 1850 and hereunto annexed
personally appeared before us in our County aforesaid
and acknowledged the same to be his act and deed, &
desired the same to be certified to the Clerk of the County
Court of Lee County in order that the said deed may
be recorded. Given under our hands and seals this
10th day of October 1851.

S. H. Duff
Joseph Duff J.P.

Lee County to wit:-

We Samuel H. Duff and Joseph Duff Justices
of the Peace in the County aforesaid do hereby certify
that Phoebe Sprout the wife of Hiram Sprout parties to
a certain deed bearing date October the 7th 1850, and
hereunto annexed, personally appeared before us in
our County aforesaid and being examined by us
privately and apart from her husband and having the
deed explained to her, she the said Phoebe Sprout acknow-
ledged the same to be her act and deed, and
that she does not wish to retract the same. That she
desired us to certify the said acknowledgment to
the Clerk of the County Court of Lee County
in order that the same be recorded. Given under our
hands this 11th day of Oct. 1851.

S. H. Duff
Joseph Duff J.P.

Virginia.

At a Court begun and held for Lee County,
at the Court thereof on the 17th day of June 1852
This Indenture of bargain and sale for land between
Hiram Sprout and Phoebe his wife of the one part, and
E. G. Sprinkle of the other part submitted to record
upon the certificates of two Magistrates of
Lee County,

4 copies

Wm. H. Orr J.P.

From G. Sprinkle
From } Copy of Deed.
Wm. Sprinkle & wife

(8)

This Deed made this 24th day of March 1854, between James
C. Bledsoe and Sarah Bledsoe his wife of Lee Co, and State of
Virginia and Joseph Willis of the County and State aforesaid
Witnesseth that the said James Bledsoe and wife doth bargain
and sell and convey unto the said Joseph Willis certain
or parcel of land for the consideration of — — the
receipt whereof is hereby acknowledged, the said land lie-
ing and being in the said State of Virginia, and Co, of Lee
and Blackwater; Beginning at a poplar in the corner
corner to a survey made for Samuel Bledsoe; thence S. 5 1/2
W 132 poles with a line thereof to a Stake and beech, N 63. W 80.
poles to a Hickory and a Spruce North N, W 12 poles to a beech
N 77. E 20 poles to a poplar and a black oak and Spruce N. E 150.
poles to a Stake in a line of a Survey made for Isaac Bledsoe
S 47. E 57 poles to the Beginning, with its appurtenances, to
have and to hold the said tract or parcel of land to the
said Joseph Willis and his heirs forever, the said James C.
Bledsoe and Sarah Bledsoe doth warrant and de-
fend from themselves and their heirs and all legal
claims unto the said Joseph Willis and his heirs forever.

James C. Bledsoe (Seal)
Sarah ^{his} Bledsoe (Seal)
witness

Lee County to wit:-

J. A. R. Audenon a Justice of the Peace for the County
of aforesaid in the State of Virginia do certify that James C.
Bledsoe whose name is signed to the writing within
bearing date on the 24th day of March 1854 has acknowledged
the same before me in my County. Given under my
hand this 24th day of March 1854.

J. A. R. Audenon J. P.

State of Virginia Lee County, to wit:-

We J. A. R. Audenon and Isaac Robnett Justices of the
Peace for the County aforesaid, do certify that Sarah Bledsoe

wife of James C. Bledsoe whose names are signed to
the writing within, bearing date on the 24th day of March
1857, personally appeared before us in the County of
and being examined by us privately and apart from
each other and having the writing before us fully ex-
plained to her, she the said Sarah Bledsoe acknowledged
the same to be her act and deed and declared that she
had willingly executed the same, and does not wish to re-
tract it. Given under our hands this 24th day of March, 1857.

A. T. Anderson J. C.
Isaac Robinson J. C.

Lee County Court Clerk's office the 27th day of March 1860.
This instrument of bargain and sale for land between James C.
Bledsoe & Sarah his wife of the one part and Joseph Miller
of the other part, was admitted to record upon the certification
of two Justices of the Peace for Lee County.

Teste H. J. Morgan Co. C.

A copy

Teste R. M. Orr Jr. D. C.

Joseph Miller
{ Copy of Deed
James C. Bledsoe wife

This Deed made this 2nd day of April 1860, between Henry
P. Morgan a Commissioner appointed by a decree of
the County Court of Lee County, rendered on the 18 day
of January 1859, in a Chancery suit therein depending in
which Joseph Willis is Complainant and the heirs of Hut-
son Lawson, and the unknown heirs of Joseph Williams
are Defendants of the first part, and the said Joseph Willis
of the second part, Witnesseth that whereas by the said decree
it was decreed that the said Morgan who was appointed a
Commissioner for the purpose should convey from the
said heirs at law of Hutson Lawson to the Complainant
a fifty acre tract of land in the bill mentioned, by proper
metes & bounds, with covenants of Special warranty.

Now therefore in consideration of the premises and
the further consideration of the sum of one dollar in hand
paid, the said Morgan Commissioner as of or said doth
hereby grant, bargain, and sell unto the said Joseph Willis
the said tract or parcel of land, containing fifty acres
more or less, and, bounded as follows - Beginning on a
whitewash on the east bank of black water near a large Spring
No 1833 poles to a buckeye, thence S 73.644 poles to a large Poplar
S 86.770 poles to a small Poplar, thence N 67 W 100 poles to a black
oak, thence N 72 W 78 poles to a creek thence S 74.600 poles
with the meanders of said Creek to a bend thence S 60.620
poles to the Beginning To have and to hold the said tract
or parcel of land, with its appurtenances unto the said
Willis and his heirs forever. And the said Morgan Commissioner
as of or said doth conveys away such title as is vested in him by
virtue of said decree, Witness the following Signature and
seal
H. P. Morgan Commissioner
Virginia.

At a Court begun and held for Lee County, at the Court
house thereof on Monday the day of April 1860.

An indenture of bargain and sale for land between
Henry J. Morgan Owner of the one part, and Joseph
Willis of the other part, was acknowledged by the said
Henry J. Morgan in open Court, and ordered to be recorded.

Teste H. J. Morgan & Co.
A Copy
Teste R. W. C. J. D. C.

(101)

Joseph Willis
J. J. Morgan & Co.
H. J. Morgan Owner.

This Deed made this 27th day of November in the year
of our Lord one thousand eight hundred and sixty between
Benjamin D. Martin and Elizabeth C. his wife of the County
of Lee and State of Virginia of the first part and Joseph Mills
of the County of Lee and State of Virginia of the second
part Witnesses that in consideration of the sum of Ten
hundred dollars the said Benjamin D. Martin and Elizabeth
to his wife do grant bargain and sell unto the said Joseph
Mills a certain Tract or parcel of Land lying and
being in the County of Lee and State of Virginia, on
the South side of Newmans Ridge and bounded as follows,
viz: Beginning at a white oak gum poplar and 3 dog
woods on the top of sd ridge corner to a 230 acre survey
made in the name of Jesse Roberts, thence S. & E. wardly with
lines of a tract sold by sd Martin to Joseph Bledsoe, passing a
chestnut corner in the head of a hollow, and another chest
nut corner to another corner of sd Joseph Bledsoes and thence
S. & W. wardly with another line of sd Bledsoes crossing a branch to a red
oak and breaking on the top of a spur of sd ridge thence
S. & W. wardly to a tract of land sd Martin bot. of C. S. Bohannan
and conveyed to him by sd Bohannan 29th July 1858, and with
the boundaries of sd tract S. & W. wardly to the top of a row of
mobs and E. wardly to Dyer Lewans line, and with his
lines to the said 230 acre survey made in the name of Jesse
Roberts and with the lines thereof to the Beginning - so as
to embrace the Bohannan and the sd 230 acre tract except
that part of the 230 acres tract sold to Joseph Bledsoe - And
the said Benjamin D. Martin and Elizabeth C. his wife con
curre with the said Joseph Mills that they will warrant
generally the land hereby conveyed - Witness the following
Signatures and Seals.

B. D. Martin (Seal)
E. C. Martin (Seal)

By County Court Clerk official the 24th day of November 1860.
This instrument of bargain and sale for land between Benjamin D. Martin and Elizabeth his wife of the one part, and Joseph Wells of the other part was acknowledged before me by the said Benjamin D. Martin and admitted to record as to him and upon the back of this Deed is the following endorsement made in the hand writing of Samuel J. Morrison - dated 1st April 1858.

Teste H. J. Morrison Clerk

A Copy

Teste R. H. Carpenter D. C.

Joseph Wells

Sam (Copy of Deed)

B. D. Martin & wife

(11)

This Deed made the 7th day of May 1867, between
Henry J. Morgan Clerk of the County Court of Lee County
in the State of Virginia, of the one part and Joseph Willis
of the County and State aforesaid of the other part,
Witnesseth - that, whereas certain tracts or parcels
of land situated in Lee County in said State on
the East Fork of Black Water Containing 196 acres, has
been returned delinquent in the name of Hudson
Lawson for the non-payment of Taxes due there
on for the years 1855, 1856, 1857, 1858, and 1859, which taxes with
the damages thereon chargeable by law upon said
tracts or parcels of land amounts to \$3.94, and the said
tracts of land having been duly advertised according
to law, was offered for sale at public auction for cash
on the 18th day of September 1860, or so much thereof as would
be sufficient to discharge the said arrears of taxes, with
the damages as aforesaid, when the said Joseph Willis of-
fered to pay the said sum of \$3.94 for the said three tracts
or parcels of land, and no person offering to pay the same for
a less quantity than the entire three tracts, the same was
bid off by the said Joseph Willis, and it appearing from
the Sheriff's report that of the said three tracts of land
of 196 acres sold and bought as aforesaid, there is now only
95 acres properly chargeable to the said Hudson Lawson.
Now this Indenture Witnesseth, that the said Henry J.
Morgan, Clerk as aforesaid, for and in consideration of
the said sum of \$3.94 to the said Sheriff in hand paid, the
receipt of which is hereby acknowledged doth bargain
and sell unto the said Joseph Willis and his heirs the
said tract or parcel of land of 95 acres, part of the said
three several tracts, which is bounded as follows:-
Beginning on a black oak on the top of a spur thence
with a Conditional line made by Stokely Lawson

and Amos Keller, S30, E63 poles to two chestnut oaks on
a spur thence S41 W22 poles to a black oak on said
spur thence N73 E11 poles to on the south
side of a hill thence S22 E50 poles to two beeches and
white oak on the north side of Newman's Ridge thence
S66 E4 poles to a double and single cypress thence N32
W20 poles crossing a brook near a low gap to a line of
Hudson Limestone and with his line S88 W21 poles to a
road thence S75 W22 poles to the beginning. To have and
to hold the said tract or parcel of land unto all
the heirs and assigns unto the said Joseph Willis and his
heirs forever and the said Henry J. Morgan letts as
aforesaid by virtue of the authority vested in him by
law does hereby convey and transfer to the said Joseph
Willis and his heirs all the estate right title and
claim to said tract or parcel of land which he is au-
thorized to convey under the laws concerning delinquent
and forfeited lands, and providing for the sale of
lands returned delinquent therefor for the non-pay-
ment of taxes and thereon witnesses the following signa-
ture and seal

Henry J. Morgan Esq.

Lee County to wit:-

I William R. Graham a Justice of the
Peace in and for said County do certify that Henry J.
Morgan Clerk of the County Court of said County and a
party to the foregoing deed bearing date the 11th day of
May 1867 has acknowledged the same before me in
my County aforesaid to be his act and deed. Given
under my hand and seal this 25th day of July 1867

W. R. Graham J. P. Seal.

Lee County Court Clerk's office the 25th day of July
1867. This Indenture of bargain and sale for land between

Henry J. Morgan Clerk of the County Court of Lee County
in the State of Virginia of the first part, and Joseph
Willis of the County and State aforesaid of the other
part, being duly stamped is admitted to record upon
the certificate of a Justice of the Peace in and for Lee
County.

Teste Henry J. Morgan Clerk

A copy

Teste C. W. Orin D. C.

Joseph Willis
Transferee of Deed
Henry J. Mayaneth

(12)

This Deed made this 26th day of February 1868, between
J. Beckwith West, Commissioner of the said part, and
Joseph Willis of the other part, both of the County of Lee
and State of Virginia Witnesses that whereas this
deed was by a Decree of the County Court of Lee County
pronounced on the 26th day of November 1867, in a
Chancery Cause therein pending between Joseph Willis
Plaintiff and William and James Willis defendants
appointed a Commissioner for the purpose of conveying
unto the Plaintiff the land in the Bill mentioned and
free with covenants of Special warranty &c. This Deed
therefore witnesses that for and in consideration
of the premises aforesaid and due value to him in hand
paid by the said Joseph Willis the said J. Beckwith West
Commissioner is aforesaid doth hereby bargain sell
convey and convey unto the said Joseph Willis a certain
tract or parcel of land lying and being in said County
on the waters of the North Fork of Clinch river on the
southeast of Newmans ridge containing about 257
acres more or less being the same land sold by William
and James Willis to the said Joseph Willis about the month
of January 1855 as alleged in Complainants Bill So
have met to hold the said tract or parcel of land with
the appurtenances thereto belonging unto the said
Joseph Willis and his heirs forever and the said J.
Beckwith West hereby covenants that he will warrant
Specially the lands hereby conveyed. Witness his
hand and signature and seal.

J. Beckwith West Seal.

Lee County Court Clerk's Office this 26th day of February
1868. This Indenture of bargain and sale for land between
Beckwith West Commissioner of the one part and

Joseph Willis, of the other part, was acknowledged
before me by the said West to be his act and deed,
and the said deed being duly stamped and being
likewise confirmed, is admitted to record.

Teste - Henry J. Morgan, Clerk
A Copy
Teste - E. W. Orr, Jr. Sec.

Joseph Willis
from Copy of Deed.
J. Beckwith West

Levi Pennington sal.

vs.

John P. Chrisman sal.

Plffs

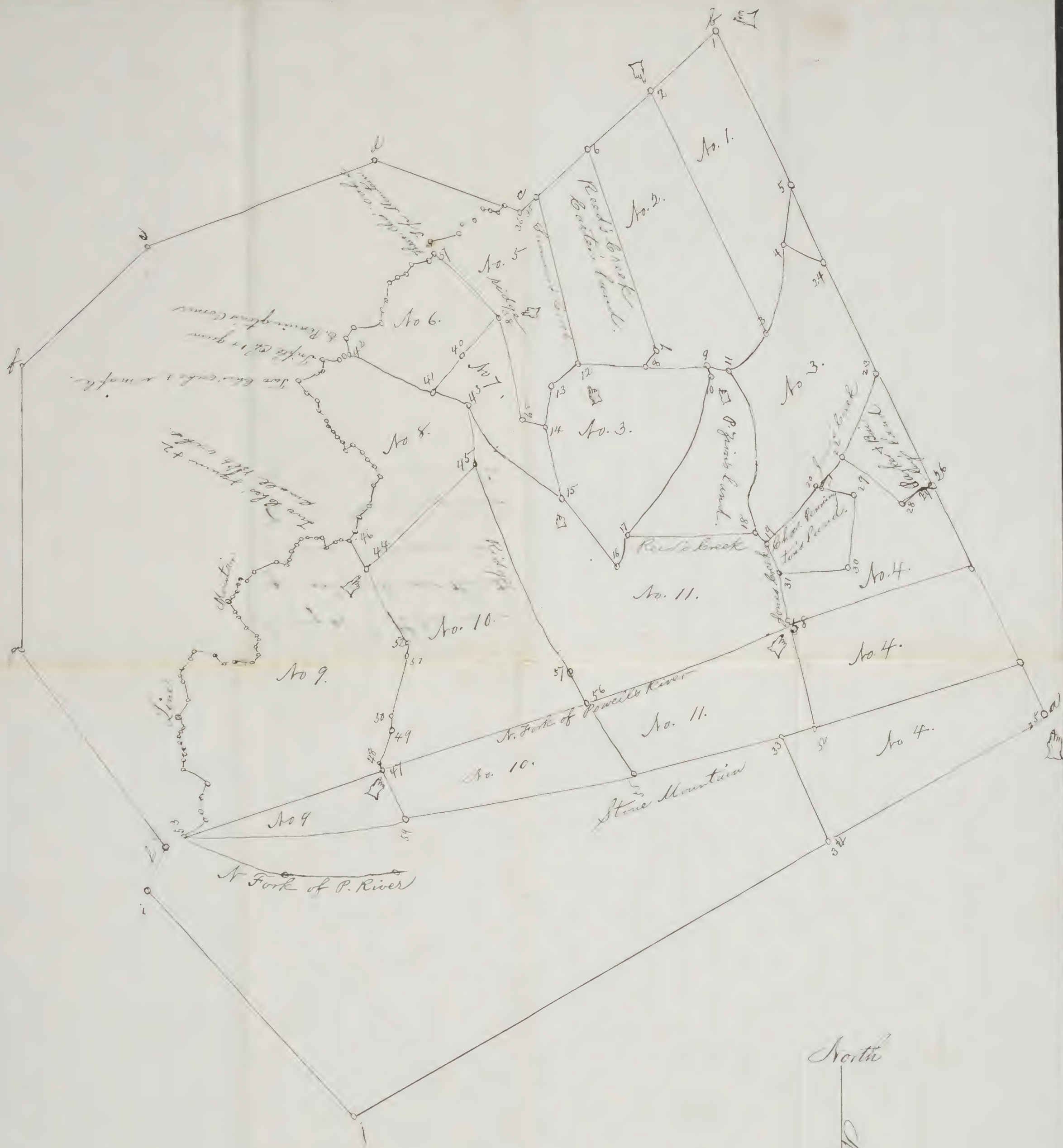
Defts

In Chancery

The Commissioners who are appointed to partition the lands referred to in this cause among the parties entitled thereto, assign in the following words and figures to Elijah Pennington, one of the interested parties lot No 1. on the within plat, and in doing so use the following words in their report, to wit:-

First, we have allotted + assigned the lot marked No. 1 to Elijah Pennington: it begins at a chestnut + two chestnut oaks, on top of a ridge, corner to the McCredie Survey and runs thence with a line of the same S 47 W. 160 poles to a Chestnut, gum, + Chestnut oak on a spur, thence bearing said line S 33 E 493 poles to a Spanish Oak, Service, + 2 Chestnuts on top of a ridge And thence along the ridge, as it meanders N. E. to a Chestnut oak and two hickory bushes on Thomas Parson's line + with the same to a stake on the McCredie line with it N 33 W to the beginning, supposed to contain 375 acres more or less.

Extract from Commissioners' Report.



North
Stoddard.

Copy of Plat & so much
of report as shows the lot
of land assigned to
Elijah Pennington one
of John Parsons' duties

(14)

This Deed made this 25th day of May, in the year of our
Lord one thousand eight hundred and fifty seven
between John Hedrick and Peter Hedrick of the County
of Lee and State of Virginia, of the one part, and
James M. Parsons of the County of Lee and State of
Virginia of the other part, Witnesseth, that the said
John Hedrick and Peter Hedrick do grant unto the
said James M. Parsons, certain tract or parcel of land,
lying and being in the County of Lee. Beginning at
a large poplar, beech and black oak corner to the land
Crabtree sold to Russell, N 5 N 10 poles to a stake on Fisher
line. N 11 E 35 poles to a stake in said line, thence following
said line S 4 E 60 poles to a double Chestnut pine or h. Walnut
and Hickory N 75 E 130 poles to a large Water oak corner to
David Pennington, and with his line S 12 E 41 poles to two
Chestnut Oaks and Chestnut. N 53 E 230 poles to a double
Chestnut oak and maple on Alfred Russell's line, N 55
N 10 poles to a Chestnut oak and maple on the North side
of a ridge, corner to the 15-acre tract, and with the
same, N 55 E 35 poles to two Chestnut oaks, N 35 E 27 poles to a
double Chestnut oak on Fishers line, S 76 N 108 poles to the
beginning the purchase money for the above descri-
bed land is four hundred and sixty dollars, with
all its appurtenances, To have and to hold, unto the said
James M. Parsons and his heirs forever, and the said
John and Peter, Hedrick covenants that they will
warrant generally the land hereby conveyed, in
the year one thousand eight hundred and fifty
seven. In witness whereof the parties have hereunto
set their hands and seals.

John Hedrick Seal.
Peter Hedrick Seal.

A copy from the records of Lee Robt H. Orr & Co.

James M. Parsons
Scriber & Copy of Deed
John & Peter Newman

This Deed made the 3rd day of April 1858, between Ephraim Johnson of the County of Lee and State of Virginia of the one part, and James M. Parsons of the County and State aforesaid of the other part, Witnesseth that the said Ephraim Johnson for and consideration of fifty five dollars, cash paid bargain and sell, unto the said James M. Parsons the following tract or parcel of land lying in said County and bounded as follows: Beginning on a black gum, chestnut and chestnut sprout, on Fisher line thence with the Fisher line, N 67° W 132 poles to three pines, on the top of the Stone Mountain westwardly to the Fisher line thence with the Fisher line back to the Beginning, it being the west end of the land the said Johnson now owns and The said Ephraim Johnson warrants generally the land hereby conveyed. Witness the following signatures and seals.

Ephraim ^{his} Johnson (seal)
mark

A copy from the record.

Teste Robt W. Orr J. D. C.

James M. Parsons
From } Copy of Deed
Ephraim Johnson

16

This Indenture of bargain and sale made and concluded upon the 12th day of April in the year of Christ 1855, by and between Isaac Johnson of the County of Hancock and State of Tennessee of the one part, and James M. Parsons of the County of Lee and State of Virginia of the other part, witnesses, etc. whereas said Isaac Johnson hath bargained sold and delivered a certain tract or parcel of land lying in said County, on the waters of Powell's River in the pore valley, containing one hundred acres being the same more or less. For the consideration of Two hundred dollars, to have in hand paid the receipt whereof he doth hereby acknowledge, bounded as follows, to wit:— Beginning at the west end of the yellow rock, on the top of the Stone Mountain thence S 88 E 60 poles to three black oak saplings on a spur of the Stone Mountain S 1 E 66 poles crossing the pore valley to a white oak and small poplar in a hollow on the North side of the Ridge thence S 59 E 15 poles to a chestnut and gum, thence S 51 E 14 poles to Chestnut Sprout and Sowerwood on the top of the pore valley Ridge, thence along the top of Ridge with Russels line to Chestnut oak on a conditional line made between Ephraim Johnson and James Johnson, with the Conditional line North to three Chestnut oaks on a conditional line made between Isaac Johnson and John Powell, west to a white oak, thence North thence to a poplar and chestnut oak thence North with Ephraim Johnsons line to the top of the Stone Mountain thence with the Stone Mountain to the beginning, to have and to hold the said tract or parcel of land with all its appurtenances and the said Isaac Johnson and his heirs doth covenant with sd. James M. Johnson and his heirs the sd. tract

or parcel of land, will forever warrant and defend
against the claims or claims of all persons whatsoever in
fee simple whereof he hath herunto set his hand
and seal, the day and year above written.

Isaac Johnson (Seal).

The foregoing deed is properly acknowledged and re-
mitted to record.

A copy

Given Robt. W. C. P. 1800

James M. Parsons
from { copy of deed
Isaac Johnson

Thompson Lee (unclear) Apr-21st 1867.

Henry C. Hull for Chas. R. Cook Treasurer 23 John Parsons
 L. D. Bond. Jas. W. Mason, Jas. A. Bishop, James T. Bishop
 Eliza Remington Wm. Greenleaf H. Sprinkles H. L. Richard
 Solomon Rogers, John Bryant and Joseph A. Allen.

Nov. 21. 1867

Hall for H
Nov. 21/67

15

Pardon v Kensington
in the

Tuesday June 22nd 1869

Depones L. C. Casady Court June 22nd 1869.

Walter H. Taylor for Jas. M. Taylor & Son Jas Taylor & Son
John A. Lewis & John A. Lewis Son L. S. Smith for the
Depones and John A. Lewis & Son L. S. Smith for the
Depones Solomon Taylor & Joseph H. Miller

Judge for \$250. with int. thereon from Dec. 1st 1867 till
paid & costs. 61 W. 42 S. E. 8 per.

Order this Judge by \$100 & handed out by L. S. Smith to the
Depones Taylor & Son on the day of Aug 1870.

John B. West Clerk.

Account of John B. West. Clerk. the above mentioned 22nd June 1869

Order this Judge by \$250 the amount of the Judge's int.
and costs. handed out by the Depones this 27th day of Sept 1870
to be handed to the Depones. John B. West Clerk.

Received of John B. West by Jas. M. Taylor & Son the amount
of the Judge's int. & costs. this Sept 22nd 1870

Jas. M. Taylor & Son

Rec'd

John B. West Clerk

Aspin
June 22/69

(19)

Parron & Pennington
in this

Mr. A. Jones for H.
22ⁿ
Mar 1878.

20

L. W. Parsons note in the
Mar & Penington

~~July Term 1872~~

Massachusetts. See County Records, May Term 22nd 1867,

The Commission for Justice & Peace Adam John
Smyth was 28 y^r. - Persons Elizabeth Huntington Mrs D Hunt
James H. Parsons Rev G. Schmitt & Wm Howard Richards
and some others.

payt. for 1440 fine for the fault of the said John
Stevens to others satisfaction as required by law with
legal interest thereon from payt. 2nd 86 till paid &c
Paid to 25-2250 25-20 11 00

Dec 7

J. J. Langel

1867 Aug 22

21

Person & Penington
in their

Know all men by these presents, that we John Parsons and Elijah
 Huntington for William James H. Young, S. D. Hunt, S. D. Hunt
 James H. Parsons, Wm. James H. Young, Wm. H. Hughes, S. D. G. Crockett, S. D.
 Drankle, Doctor H. Wells, William Parsons, Joseph P. Bishop, Wm.
 Young, John Payne, Alexander Payne, Solomon Payne, Thomas H. H.
 Shuman, E. Richardson, and Isaac P. Bishop are held and firmly bound
 unto the Commonwealth of Virginia, in the just and lawful sum of
 twenty thousand Dollars to which payment well and truly to be
 made to the said Commonwealth we bind ourselves our
 and each of our heirs executors and administrators jointly
 and severally, firmly by these presents, sealed with our seals
 and dated this 21st day of January 1861.

The condition of the above obligation is such that whereas, the above
 bound John Parsons was on the 24th day of May 1860 duly elected by
 the qualified voters of the County of Lee Sheriff thereof, to serve as
 such for the term of two years, commencing on the first day of
 January 1861 and after the said term of office shall have
 expired until his successor is qualified, to enter upon the
 discharge of the duties of said office. Now therefore if the said
 John Parsons shall faithfully discharge the duties of his said
 office according to law, then the above obligation to be void
 otherwise to remain in full force and virtue.

Doctor H. Wells	Seal	John Parsons	Seal
William Parsons	Seal	Elijah Huntington	Seal
Joseph P. Bishop	Seal	James H. Young	Seal
S. D. Hunt	Seal	Wm. H. Hughes	Seal
John Payne	Seal	A. D. Hunt	Seal
Alexander Payne	Seal	S. S. Crockett	Seal
Solomon Payne	Seal	G. H. Parsons	Seal
Thomas H. H. Shuman	Seal	William H. Young	Seal
E. Richardson	Seal	William H. Hughes	Seal
I. P. Bishop	Seal	E. B. Crockett	Seal
Attest John Robinson	Seal	Attest J. Sprinkle	Seal

58
100
400

800
300
200
100
600
1000
1000

2500
1000
2000
1000

John Thomas Jeff
Copy of Bonds

(et).

To the honorable circuit court of Lee County, Tennessee to your
decree rendered the 20th day of September 1867 the undersigned were
appointed, by said decree for that purpose, have partitioned
the land of William Hughes deceased, among his heirs at law
in accordance with said decree and they leave to report, that
ascertained, the the value of the whole tract of land to be \$3100.00
we then laid off and assigned to Elizabeth Hughes the mother of the
said Hughes, $\frac{1}{4}$ of $\frac{1}{4}$ or value of the whole of the said tract of land
which is bounded as follows to wit: Beginning at two Hickories
corner to the share assigned to the children and heirs of William
Hughes deceased, thence $S 16^{\circ} 03'$ poles to a stake thence $N 72^{\circ} 4'$
 $20'$ poles to a stake on the immediate line with the same $N 48^{\circ} 11'$ poles
to a stake corner to the share assigned to the children and heirs of
the said William Hughes deceased & with a line thereof $S 72^{\circ} 11'$
poles to the Beginning, containing one or half acres be the same
more or less See fig 10. 7. 18. 17 10 which we value at \$21.00 and we then
laid off and assigned to Isaac J. Hughes an equal interest therein with
the said Elizabeth which is bounded as follows to wit: Beginning at a
Black oak, Sourwood and two dogwoods corner to Joseph Ely's land,
thence $S 15^{\circ} 10'$ poles to a stake, thence $N 67^{\circ} 60'$ poles to a stake thence
 $N 80^{\circ} 26'$ poles to a stake on Hall's line, and with the same $N 68^{\circ} 11'$
 $5'$ poles to two chestnuts, corner to said Hall's & also corner to said Ely
and with said Ely's line $S 73^{\circ} 11'$ $26.26'$ poles to a locust (now down)
 $N 25^{\circ} 11'$ poles to a stake thence $S 65^{\circ} 11'$ $18'$ poles to the Beginning con-
taining one or half acres be the same more or less See fig 27. 26. 43. 31. 30. 74 2127
which we value at \$21.00 which interest and shares the said Elizabeth
and Isaac J. are entitled to out of the land which descended
to them from the said David Hughes deceased. We then partitioned
the residue of the said land into eight shares as nearly equal
in value as practicable, with the exception hereafter stated. We
then assigned one of these shares to the children and heirs of
William Hughes deceased which is bounded as follows to wit:
Beginning at two Hickories corner to the share assigned to Elizabeth

Hughes & son corner to Winson Pelys land and with said Pelys line, and along the top of a ridge N 7° E 16 poles to a stake N 2° E 9 poles to a stake N 10° E 7 poles to a stake N 6° E 13 poles to a stake on Indian boundary line's head land, and with the same N 65° E 38 poles to a stake corner to the said Benedict land, and with lines thereof and some of them S 2° E 33 poles to a stake S 28° E 20 poles to a stake corner to the share assigned to the said Elizabeth Hughes and with a line thereof N 72° E 11 poles to the beginning containing 17 acres be the same more or less See Fig 10. 11. 12. 13. 14. 15. 16. 17. 18. which we value at \$271.75 the then assigned of these shares to the Plaintiff E. H. Hughes, which is here divided as follows to wit: Beginning at a stake corner to Joseph Pelys land on the Benedict line and with the said Benedict line S 80° E 11 poles to a large poplar N 15° E 34 poles to a stake corner to the share assigned to the said Elizabeth Hughes, and with a line thereof N 42° E 17 poles to a stake near the house where Dan & Stephen now live thence S 2° E 34 poles reaching a spring to a stake thence N 6° E 37 poles to a stake on said Joseph Pelys line and with the same N 27° E 56 poles to the beginning containing 12 acres be the same more or less See Fig 19. 20. 21. 22. 23. 24. 25. which we value at \$271.75 the then assigned to John Hughes Tobias Hughes, Henry Hughes, Sally Hughes, Dan & Stephen and Lightak Hughes the other six shares, the residue thereof, who started to divide their shares adjoining and together which is bounded as follows to wit: Beginning at a stake on the Elm branch corner to Winson Pelys land and with lines thereof N 30° E 34 poles to a bush N 5° E 13 poles to a sugar tree (now gone) N 27° E 16 poles to a bush N 8° E 24 poles to a double dogwood, locust, poplar and gum (dogwood and poplar) N 24° E 25 poles to a gum N 69° E 22 poles to a white oak N 30° E 10 poles to a stump white oak N 16° E 10 poles to a stake corner to the share assigned to the said Elizabeth Hughes, and with a line thereof N 72° E 61 poles to a stake near the house where Dan & Stephen now live, corner to the share assigned to the Plaintiff E. H. Hughes and with a line of the same S 6° E 34 poles

dividing a spring to a stake S 8° E 37 poles to a stake on a line of Joseph Pelys land and with lines thereof S 67° E 14 poles to a white oak (now gone) S 28° E 50 poles to a stake and red Elm N 72° E 5 poles to a stake S 28° E 50 poles to a stake on the same white line and with the same S 65° E 7 poles to a stake corner to another tract of said Joseph Pelys, and with lines thereof S 25° E 35 poles passing a black oak, sourwood and two dogwood and Joseph Pelys corner at 56 poles to a stake corner to the share assigned to the said Isaac S. Hughes, and with lines thereof N 67° E 40 poles to a stake N 20° E 30 poles to a stake on Hobbs line and with the same S 11° E 28 poles to a cucumber said Hobbs corner thence S 32° E 44 poles to a maple and 2 sourwoods, thence S 62° E 10 poles to a white oak and horn beam near a spring corner to Wm. Pelys land and with lines thereof and dividing a spring N 12° E 34 poles to a rock S 77° E 114 poles to a poplar N 14° E 14 poles to a stake on said Winson Pelys line and with lines thereof N 35° E 34 poles to a stake thence N 8° E 54 poles to the mouth of the said Elm branch and up said branch as it meanders N 17° E 4 poles to a stake N 18° E 14 poles to a stake thence N 6° E 14 poles to the beginning containing 31 acres, be the same more or less See Fig 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. which we value the four first named children's shares viz John, Tobias, Henry and Sally Hughes at \$271.75 each and the share of Dan & Stephen at \$215.75 who has received an advancement property of the value of \$56.00 and the share of Lightak Hughes at \$211.75 who has received an advancement property of the value of the value of \$60.00 making the value of the whole six shares \$1114.50

William Hughes' share value	271.75
E. H. Hughes' share value	271.75
Elizabeth Hughes' share value	21.00
Isaac S. Hughes' share value	21.00
	240.00

(A.4)

Received of D. Gian Eighty two
and Sixty six cents the full amount
of one bill in favor of Henley C
Hall Against ^{John Perkins} A. D. Gian James Mow
Sam Joseph P Bishop Isaac T Bishop Eliza
Penington Ira G Sprinkle W D Richmond
Salomon pair And Joseph Willis in favor of
Charles T Cook surviving partner of the
firm of the bank and Sam Cook Included
Decr the 20 1869 Williams W. L. & Co

Wm W. Sage
Receipt

10

1876 Aug 14

John Parsons and Securities

To Isaac T. Bishop one of said Securities	25
To this Sum paid on Jones Jugh March 22 1874	10 00
" Interest on Same to Augt. 14 1876	1 45
" This Sum paid on Jones Jugh Augt 26 1874	20 00
" Interest on Same to Augt 14 1876	2 40
" This Sum paid on Sayd Jugh Sept 8/75	25 00
" Interest on Same to Augt 14 1876	1 38
" This Sum paid on Sayd Jugh Dec 3 rd 1875	25 00
" Interest on Same to Augt 14/76	1 06
" This Sum paid on Sayd Jugh Jan 5 1876	6 50
" Interest on Same to Augt 14 1876	14
" This Sum paid on Sayd Jugh Aug 14/76	31 21
Principal & Int of Bishop's payd Aug 14 1876	124 94

Special Statement No 1

Amos H. D. Jones payd to for & Int Aug 14/76	1417 23
" Richards " " " Aug. 14/76	176 75
" Bishop " " " " 14/76	1214 94
Aggregate Sum paid with in three years	748 92
T. D. Jones share thereof is	74 89 5
M. D. Richards share thereof is	74 87 5
I. T. Bishop's share thereof is	74 89 5
+ Eliza C. Cunningham share thereof is	74 89 5
" F. S. Hallis " " " is	74 89 5
+ J. G. 12. Parsons " " " is	74 89 5
+ Isaac T. Bishop's " " " is	74 89 5
The estate of John Parsons must pay	74 87 5
+ " " " " " " "	74 89 5
+ " " " " " " "	74 89 5
	74 89 5
	748 92

Special Statement No 2

Elizab Pennington	Wm B Fay	Puffs	74	89 $\frac{1}{2}$
Joseph Hillis	"	"	74	89 $\frac{1}{2}$
James M Parsons	"	"	74	89 $\frac{1}{2}$
John D Spenshale	"	"	74	89 $\frac{1}{2}$
The estate of Wm Parsons	"	"	74	89 $\frac{1}{2}$
" " " Wm Hughes	"	"	74	89 $\frac{1}{2}$
" " " Doctor Threlkeld	"	"	74	89 $\frac{1}{2}$
These parties will pay Puffs this sum			524	24 $\frac{1}{2}$
Out of which the Puffs will receive as follows				
Firms claim \$447.23	less \$74.89 $\frac{1}{2}$	is to receive	372	33 $\frac{1}{2}$
Richmond claim \$176.75	less \$74.89 $\frac{1}{2}$	must receive	101	85 $\frac{1}{2}$
Beckford claim \$14.94	less \$74.89 $\frac{1}{2}$	must receive	50	01 $\frac{1}{2}$
				24 $\frac{1}{2}$

(D)

Virginia.

At a court begun and held for Lee County
at the Court house thereof on Monday the 20th day of May
1861.

A majority of the acting justices of this County, being
present, it is unanimously ordered by this Court, that
the sum of Three thousand dollars be raised and appro-
priated by this County for the purpose of defraying
the expenses of such volunteer companies as may be raised
in this County for the army of the Confederate States and
the defence of Virginia; and that M. B. O'Lane is hereby
appointed an agent upon the part of this County, to borrow
the said sum of \$3000. - and, execute the bond, or bonds of
this County, therefore, payable as follows, that is to say
\$1000. - due the 1st of January 1862 \$1000. - due the 1st of Jan-
-uary 1863. and \$1000. - due the 1st of January 1864, with
interest from the date of said bond or bonds.

A Copy

Teste R. H. Onfr. D.C.

100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000
1100	1100
1200	1200
1300	1300
1400	1400
1500	1500
1600	1600
1700	1700
1800	1800
1900	1900
2000	2000

Copy of Order of Costs

Ordering a levy of \$3000.
 &c.

(8)

Virginia,

At a Court begun and held for Lee County, at the Court house thereof on Monday the 20th day of May 1861. Ordered that the sum of \$1000. - of the sum appropriated by this Court for defraying the expense of volunteers company raised in this County for the army of the Confederate States, and defence of Virginia, be levied the present year the said sum to be raised upon the same subjects and in the same way that the taxes from the County to the State are raised for the present year, and it being ascertained that the sum due from the County to the State is \$ and that the per cent on said sum, to raise the said \$1000. hereby levied is cents, on the dollar. It is further ordered that the Sheriff of this County shall when he makes off his receipts for the present year add to each persons receipt, at the bottom thereof per cent upon the whole amount of the tax due from each individual to the State, and collect ~~the~~ and pay said sum over to the agent of this Court. -

A copy

Teste R. W. Orr Jr. D.C.

Copy of Order of Co. Ct
directing \$1000. to be
collected in the Spring 1861

(F)

Virginia

It a court begun and held for Lee County at the
court house thereof on Monday the 18th day of July 1861.
A majority of the acting justices of this county being present
it is unanimously ordered by this court that the sum
of seven Thousand Dollars be raised and appropriated
by this county for the purpose of defraying the expenses of
such volunteer companies as may be raised in this county
for the army of the Confederate States and the defence of Virginia
+ for the support of families of poor volunteers, and that Patrick
Hagan is hereby appointed an agent upon the part of this
county to borrow the said sum of \$7000.00 and execute the bond
or bonds of this county therefor, payable as follows, that is to
say \$2333.33 $\frac{1}{3}$ due the 1st January 1862, \$2333.33 $\frac{1}{3}$ due the 1st January
1863, and \$2333.33 $\frac{1}{3}$ due the 1st January 1864, with interest from the
date of said bond or bonds, and paid semi annually.

A copy

Teste R. H. Orr Jr. &c

(3)

Virginia.

At a court begun and held for Lee County
at the court house thereof, on Monday the 15th day of
July 1861.

Ordered that the sum of \$3373. of the sum appropriated
by this County for defraying the expenses of Volunteer Com-
panies raised in this County, for the army of the Confeder-
ate States and defense of Virginia, be levied the present year
the said sum to be raised upon the same subjects, and in
the same way that the taxes from the County, to the State
are raised, for the present year and it being ascertained
that the sum due from the County to the State is \$11645.88
and that the per cent on said sum to raise the said \$3373.
heroby levied is $33\frac{1}{3}$ per cent on the dollar, It is further
ordered that the Sheriff of this County shall when he
makes off his receipts, for the present year, add to each
persons receipt, at the bottom thereof $33\frac{1}{3}$ per cent upon
the whole amount of the tax due from each individ-
-ual to the State and collect and pay said sum
over to the agent of this County.

A Copy

Teste, R. W. Carr, J. D. C.

Copy of County Court

Directing Sheriff to collect

33 1/3 per cent on State

Taxes for 1861

(H)

John Furrow Sheriff of Lee County

1861

To the County of Lee

To 33 1/3 per centum on \$11712.68 the amount of the State taxes due from said county for the year 1861. which sum was levied by the county Court of said county in order to pay off at least one third of the sum appropriated by said court on the part of the said county for the support of the war, and for other urgent & necessary purposes to this sum . . . \$3904.23

Credits

By 33 1/3 per centum on \$475.34 the amount of the State taxes returned & delinquent amounting to . . . 158 41

By 5 per cent commission on ~~\$475.34~~ ^{3728.82} the residue amounting from said sum after deduction . . . 158 41

per cent The amount of said sum & the amount amounting to this sum . . . 158 29 345 70

Leaving due to the county the 15th Dec 1861 this sum . . . \$3558 50

add for interest from 15th Dec 1861 to 19th May 1862 this sum . . . 91 50

Leaving on this 19th May 1862 Due to the county this sum . . . \$3649 50

Statement of Persons
account on account
of War Surg 1861

\$328.50

J

52.00	144
87.75	72
51.37	20
88.41	<u>236</u>
579.53	
<u>52</u>	
267	

1 View

A. D. Fairs claims & surties	See D.	447 23	
W. D. Richmond "	as " "	176 75	
J. T. Bishop's "	as " "	124 94	
Same "	as same Levy	3558 50	
Same "	as " Int.	3131 48	
Total Sum against Surties		7438 90	
Isaac T. Bishop's Share thereof is		743 89	
A. D. Fairs has already paid see D.		447 23	
W. D. Richmond "	" " " "	176 75	1367 87
This Sum to be contributed to Bishop's		\$ 6071 03	
Of which Sum			
A. D. Fairs must pay		296 66	
W. D. Richmond "	" "	567 14	
Elijah Perrington "	" "	743 89	
James M. Parsons "	" "	743 89	
Joseph Willis "	" "	743 89	
John G. Sprinkle "	" "	743 89	
Mr. Hughes estate "	" "	743 89	
Mr. Parsons "	" "	743 89	
Doctor T. Wells "	" "	743 89	6071 03

For Second view see next Page

Second View

I. T. Bishop's claims as Securities for Say \$3588.50			
reduced to value of Confederate money Jan 1862		2846	80
Interest on Same to Dec 14 th 1876.		2320	03
A. D. Ginn's claim as Securities see paper D.		447	23
M. D. Richmond " " " " D.		176	75
I. T. Bishop's " " " " D.		124	94
Aggregate Sum as Securities in this money		5915	75
Isaac T. Bishop's Share thereof is	591	57½	
A. D. Ginn has paid " this sum	447	23	
M. D. Richmond " " " "	176	75	121555
Leaving this sum to be refunded Bishop.		4700	19½
Of which sum			
Mr. A. D. Ginn must pay Bishop	144	32½	
" M. D. Richmond " " "	414	82½	
" Elijah Pennington " " "	591	57½	
" James M. Parsons " " "	591	57½	
" Joseph Willis " " "	591	57½	
" Ira L. Sprinkle " " "	591	57½	
Wm. Hughes Estate " " "	591	57½	
Wm. Parsons " " "	591	57½	
Doct. A. Wells " " "	591	57½	470019½

For full & last view see next page.

Third & last view

J. T. Bishop's claim vs. Sureties for value
of \$4038.89 paid on County bonds in March 1864

175 60

Interest on Same to Aug 14 1876.

132 28

A. D. Hyams claim vs. Sureties see D.

447 23

M. D. Richmond " vs " " D.

176 75

Isaac T. Bishop " vs " " D.

124 94

Aggregate Amounts of Sureties liabilities

1056 80

Of which each Sureties part is \$105.68

Elijah Pennington must pay Piffs

105 68

James M. Parsons " " "

105 68

Joseph Willis " " "

105 68

Ira G. Sprinkle " " "

105 68

Wm Hughes Hiers " " "

105 68

Wm Parsons " " "

105 68

Doctor F. Wells " " "

105 68

The piffs will then leave this sum

739 76

Zion has paid \$447.23 Share of each \$105.68 must get 341 55

Richmond " " 176.75 " " " 105.68 must get 71 07

Bishop " " 432.82 " " " 105.68 " gets 327 14 739 76

The Piffs A. D. Hyams & M. D. Richmond except to the foregoing statements, so far as they manifestly depart from the rule, that the Co. Sureties, can only call for contribution, to the extent, they have really expended in the payment of the claim for which they are bound, & not the nominal amount of the claim itself, and this principle necessarily appears in the Bill, when speaking of the Bank debt.

Aug 130 1876 M. D. Lane for said Piffs.

A. D. Zion & others
vs Statement & views

John Personotel,

Editor of the

(f)

Marth 1876

Received
\$4.37. As my commission on
an execution in my hands
At O'Brien this part in the
L. La against him M. D.
Richmond Isaac T Bishop
in favor of James T Lloyd as
administrator of John Mary
det also .55 cts of the principal
an interest which was placed
on the execution on the 31. Day
of Mar 1876
J B Scott DS.

James C. Scott

Receipt for

\$4.94 cts

Dec 10, 1875

Received of Mr. John Twenty Dollars
on an execution in my hands in favor
of James S. Lloyd as Administrator of John S. Lloyd
Dec against Mr. John S. Lloyd
Mr. D. Richmond is a surety of John S. Lloyd
as Sheriff's Sale

20.00 Dec 10/75
11.37 Dec 7/76
17.00 Jan 20/76
50.00 Oct 3/75
91.37

J. S. Lloyd
J. S. Lloyd

Lee County Virginia Bonds

James C. Wells
receipt

*

... .. 1844
I have I think some letters which ...
... .. in my hand
in force of Dec. 24th 1844 ...
... .. C. L. Hamilton 1844



Paid out by firm as Security for Parsons	723
Richmond as 1 "	176 75
Basha. " " "	124 94
Total Sum paid out by the three	748 92
<u>Divided between 11 parties that of each is 68 08¹⁰</u>	

Paid out as above this sum	748 92
firm's share of the loss is	68 08 ¹⁰
Richmond " " " is	68 08 ¹⁰
Basha " " " is	68 08 ¹⁰ 204 5 ¹⁰
Leaving to be raised from following 8 persons	544 66 ¹⁰
Of which Elijah Pennington must pay	68 08 ¹⁰
" Joseph Willis " "	68 08 ¹⁰
" Ira G. Spindle " "	68 08 ¹⁰
" the heirs of Wm. Hughes " "	68 08 ¹⁰
" " " D. F. Mills " "	68 08 ¹⁰
" " " A. Payne " "	68 08 ¹⁰
" " " Geo. Payne " "	68 08 ¹⁰
" " " J. A. Taylor " "	68 08 ¹⁰ 544 66 ¹⁰

Nett Sum to be realized as above	544 66 ¹⁰
firm has paid out \$447.23 - loss \$68 08 ¹⁰ clear them	379 14 ¹⁰
Richmond " " 176.75 " 68 08 ¹⁰ " "	108 66 ¹⁰
Basha " " 124 94 " 68 08 ¹⁰ " "	56 85 ¹⁰ 544 66 ¹⁰

This view of the case leaves out firm's share Parsons and the heirs of William Parsons dead.

H. J. Morgan Esq.
 March 79

St. Louis

Mo.

Nov 1879

L

I Hereby Certify

That, a Chancery Order in the Circuit Court of
Lee County, of which the annexed is a copy,
was printed four successive weeks in the "Lee County
Sentinel," a weekly newspaper published in the town of
Jonesville, County of Lee, State of Virginia. Publication
ending this, 26 day of July 1878.

Charles Willoughby

Publisher "Sentinel."

VIRGINIA:—At rules held in the Clerk's
office of the Circuit court of Lee county,
the 1st day of July 1878.

Abraham Zion et als Plt's. } On an original
against } and amended

Jno. Parsons et als Deft's. } Bill in Chancery.

The object of this suit is to ascertain the
liabilities of John Parsons and his surties as
late Sheriff of Lee county, and in case the said
Sheriff is insolvent, that an account be taken
between his solvent surties, and they be
made to contribute equally to the payment of
said liabilities; and it appearing from an af-
fidavit filed in the cause, that the defendant
John Payne, is a non-resident of this State.
It is therefore ordered that he appear here
within one month after due publication of this
order, and do what is necessary to protect his
interest in this suit. A copy

Teste:—R. W. ORR, Jr, D. C.

July 5th, 4w \$5.

Publisher's Certificate.

CASE OF

vs.

in Chancery.

P. Q.

Virginia

At Rules held in the Clerk's office of the circuit Court of Lee County the 1st day of July 1878.
Abraham Zorn et als
vs
John Parsons et als

Plffs On an original
and answer and

8 o'clock in the day

The object of this suit is to ascertain the liabilities of John Parsons and his Sureties as late Sheriff of Lee County and in case the said Sheriff is insolvent that an account be taken between his Sureties and that they be made to contribute equally to the payment of said liabilities; and it appearing from an affidavit filed in the Cause that the defendant John Payne is a non-resident of this State, It is therefore ordered that he appear here within one month of the date of publication of this order and so well as necessary to protect his interest in this suit.

A Copy

Teste R. H. Orr Jr. Clk

Abraham Zions et als

vs B. C. of Pub.

John Parsons et als

Commissioner's Office,

Jonesville, Va., July 27 1876.

AGAINST

Plaintiff,

Defendant.

IN CHANCERY.

The parties to this suit, and all others interested are hereby notified, that at my office, in Jonesville, on the 14th day of August 1876, I will proceed to execute a decree of the Circuit Court of Lee county, entered in the above styled cause, on the 7th day of April 1876, (of its terms and requirements the parties are required to take notice and act accordingly), at which time and place all parties interested are required to appear and to produce and bring with them all necessary papers and such witnesses as they may desire to introduce touching any matter about which oral testimony may be desired.

HENRY J. MORGAN, Com'r.

The parties will each bring with them any and all receipts for money paid by them to the sheriff of Lee county.

Henry J. Morgan Com'r.

(A)

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

WE COMMAND YOU TO SUMMON

*Mary Payne the widow of
Alexander Payne decd. Robert Holmes & Cynthia
his wife Samuel Payne John Payne and
Solomon Payne*

To appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the Clerk's Office at

August

Rules next, to answer a bill in Chancery, exhibited in our said Court against

*them by Abraham Zion, Marion D. Richmond
and Isaac T. Bishop*

And have then there this writ. WITTISS, James W. Orr, Clerk of our said Court, at the Court-House, this *0th*
day of *July*, 187*8*, in the 10*3* year of the Commonwealth.

J. W. Orr Jr **CLERK.**

2 Executed the legal services of
with in July 30 1878

Robert + Thomas
marks

Abraham Zion et als
vs B Spain City
John Parsons et als

Aug Rules 1878.

Executed on all
the parties but
John Payne.

J C Scott & Son
YS City S L.

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting,

WE COMMAND YOU TO SUMMON *Annandale Parsons, Adminr & co-
widow of Hm Parsons (Long decd), Hm Exaltor & Phoebe J. his
wife formerly by Phoebe J. Wells, Sylvester Wells, Ambrose G.
Wells, Mary Wells, & Ligea well to Wells, children & heirs of
Estate of Doctor L. Wells, Test.*

to appear before the Judge of the *circu* Court of Lee County, at the Court-house, in the
Clerk's Office, *at February* Rules next, to answer a bill in chancery, ex-
hibited in our said Court against *them & others by Abraham S. Ligon
Marion D. Richmond & Isaac S. Bishop*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *30th* day *Decr*, 1878, in the *10th* year of the Commonwealth,

James W. Orr. Clerk.

H. V. Lica et al
S. H. L. L. L.

Amundson, L. L. L. L. L.

Amundson, L. L. L. L. L.

Enicutede. one ~~3~~ 3
day Newary 1870.
J. L. L. L. L. L. L. L. L.
for J. L. L. L. L. L. L.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

John Parsons, Elijah Remington, Joseph Wells, James M. Parsons, in his own right and as the husband of Augusta Parsons late the widow of Mr. Parsons (deceased) the said Parsons John & Remington of Mr. Parsons Hall Parsons children heirs at law of Mr. Parsons (deceased) John Hughes, Polly Hughes children heirs at law of Mr. Hughes (deceased) John P. Hughes as executor of the will of John P. Hughes, late of Virginia, in his own right, the said John P. Hughes formerly of North Wales, Gloucester Wells, James C. Wells, John Wells, Benjamin C. Wells children heirs at law of John C. Wells deceased and the said Parsons.

to appear before the Judge of the ^{District} County Court of Lee County, at the Court House, in the Clerk's Office, at

July Rules next, to answer a bill in Chancery, exhibited in our said Court against *them of Abraham D. Fild, Marion D. Richmond & son*

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House, this *14th* day of *June*, 187*5*, in the *9th* year of the Commonwealth.

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The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

[illegible]

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at
 Rules next, to answer a bill in Chancery, exhibited in our said Court
 against *Thomas Abraham D. Lyons. Marion S. Deane*
William H. Smith

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this 24th day of June, 1878, in the 79th year of the Commonwealth.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court
against them *Abraham D. Zion Marion D. Richmond & Isaac B. B. B.*

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House.

this *14th* day of *June*, 1875, in the *27th* year of the Commonwealth.

James W. Orr Clerk
Abraham D. Zion Marion D. Richmond & Isaac B. B. B.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

[illegible]

to appear before the Judge of the ^{1st} ~~County~~ Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court

against

against ^{but} them ^{Rules next, to answer a bill in Chancery, exhibited in our said Court} Abraham D. Zion, Marion D. Richardson & Isaac
H. Bishop.

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this 14th day of June, 1875, in the 99th year of the Commonwealth.

James W. Orr clerk
Hoping that John H. Johnson &c

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*John Parsons, Elizabeth Parsons, four children
 Felix James, Mr. Parsons in his own right and as the husband of Amanda
 Parsons late Admrs & widow of Mr Parsons (long dead) Amanda
 Parsons Admrs & widow of Mr Parsons (long dead) Mr. T. Kirkwood &
 Mrs. S. S. Kirkwood her daughters, John Parsons, John Parsons & John Parsons
 children & heirs at law of Mr Parsons (long dead) John Douglas & John Douglas
 John Douglas & John Douglas children & heirs at law of Mr Douglas
 & John Douglas & John Douglas children & heirs at law of Mr Douglas
 in his own right Mr. Colton & Phoebe & his wife formerly Phoebe G. Wells & her
 heirs, America G. Wells, Mary Wells & John & John & John & John &
 of Doctor H. Wells dead and Mr Parsons*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court

against

Abraham D. Lyons, Marion D. Richmond & Isaac D. Bishop

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
 this *17th* day of *June*, 1875, in the *97th* year of the Commonwealth.

James W. Orr, Clerk
Copy sent from Mr. Orr's clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

John Farnsworth, Clerk of the Court, Joseph Miller Jones
W. Farnsworth in his own right and as the husband of Amanda Farnsworth late the
wife & widow of Wm Farnsworth (long dead) Amanda Farnsworth late the
wife & widow of Wm Farnsworth (long dead), W. D. Richmond & A. S. Sprinkle her co-defendants
John Farnsworth, John Farnsworth & Wife Farnsworth children at law of Wm
Farnsworth (long dead), John Hughes, William Hughes, Nancy & John Tully
children and heirs at law of Wm Hughes (long dead), John
Hughes executor of Ira B. Hughes, Dr. J. Sprinkle on his own right
the executor of the estate of his wife formerly the late Wm. Sylvester Wells, Susan
Wells, Mary Wells, J. H. Wells, E. D. Wells children and heirs at law of E. D. Wells
 to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court

against

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
 this *11th* day of *June*, 187*5*, in the *11th* year of the Commonwealth.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*John Parsons, Eliza Cunningham, George Miller, George
Parsons in his own right and sole husband of her as it is late the Sheriff
of Lee County of the State of Virginia and to the Sheriff of Lee County
to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at
the Rules next, to answer a bill in Chancery, exhibited in our said Court
against*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court

against

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this 14th day of June, 1875, in the 77th year of the Commonwealth.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*John T. says, Delia J. Longington, Joseph Higgs
James M. Higgs in his own right and as the husband of Amanda Higgs
the Administratrix of the Estate of Wm. Higgs (deceased) Amanda Higgs
widow of Wm. Higgs deceased, Wm. B. Richmond, & Mrs. S. Spruill her co-defendants
John Pearson Union, Bryan & Kyle, Bryan child and heirs at law of the late
Samuel Higgs deceased, John Hughes, Tobias Hughes, Henry Hughes, Polly Hughes
children & heirs at law of the late Hughes deceased, John T. Higgs & co-defendants of the
late Hughes & S. Spruill in his own right Wm. Ballantyne & heirs of his wife
formerly Phoebe H. Wells, Sylvester Wells, Ann Maria Wells, Mary Wells
Lawrence L. Wells children & heirs at law of the late F. Wells deceased
vs. Higgs*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court

against *them* *Abraham D. Higgs, Mariah B. Richmond & Charles
Bishop.*

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this *14th* day of *June*, 1875, in the *99th* year of the Commonwealth.

*James W. Orr Clerk
J. Orr*

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting.

WE COMMAND YOU TO SUMMON

to appear before the Judge of the Court of Lee County, at the Court-house, in the Clerk's Office, *21 February* Rules next, to answer a bill in chancery, exhibited in our said Court against *them & their heirs, Abraham C. Lee, John*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *20th* day *Decr*, 1875, in the *100th* year of the Commonwealth,

Dr. D. H. Jones
of the State of New York

Memorial of the
Legislature of the State of New York
to the President of the United States

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting.

WE COMMAND YOU TO SUMMON

to appear before the Judge of the Court of Lee County, at the Court-house, in the Clerk's Office, at *Richmond*, Rules next, to answer a bill in chancery, exhibited in our said Court against *Thomas J. Orr & Son* *vs. James B. Orr* *et al.*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *30th* day of *Nov*, 187*5*, in the year of the Commonwealth,

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting.

WE COMMAND YOU TO SUMMON *Armande Parsons Adams & wife of Wm Parsons (deceased), Wm Carlton & Phoebe J. his wife formerly Phoebe J. Wells, September Wells, America E. Wells, Mary Wells & Benjamin C. Wells children & heirs at law of Lector J. Wells decd.*

to appear before the Judge of the Circuit Court of Lee County, at the Court-house, in the Clerk's Office, *at February* Rules next, to answer a bill in chancery, ex-

hibited in our said Court against *them & others lig. Hershman & John Morrison & Richmond & Isaac S. Bishop*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *20th* day *Decr*, 1875; in the *100th* year of the Commonwealth.

At test James W. Orr, Clerk.
Teste James W. Orr, Clerk.

The Commonwealth of Virginia:

^{Wise}
To The Sheriff of Lee County:—Greeting,

WE COMMAND YOU TO SUMMON *Amund Parsons Adm'r &*
widow of Wm Parsons (Long dead) Wm Baxter & Phebe,
his wife formerly Phebe J. Wells, Sylvester Wells, America
C. Wells, Mary Wells & Tazewell C. Wells children & heirs at
law of Doctor H. Wells. dead,

to appear before the Judge of the ~~County~~ Court of Lee County, at the Court-house, in the

Clerk's Office, *at February*
hibited in our said Court against

Rules next, to answer a bill in chancery, ex-

them & others by Abraham S. Union, Marion
S. Richmond & Josiah S. Bishop

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *30th* day *Decr*, 1875, in the *100th* year of the Commonwealth.

James W. Orr, Clerk
Attest John R. Gibson D.C.

The Commonwealth of Virginia:

To The Sheriff of ^{Wise} Lee County:—Greeting,

WE COMMAND YOU TO SUMMON *Amanda Parsons Adair & widow of Wm Parsons (Long dead) Wm Galton & Phebe his wife formerly Phebe J Wells, Sylvester Wells, America E Wells, Mary Wells & Lazerwell E Wells children & heirs at law of Doctor P Wells dead*

to appear before the Judge of the Circuit Court of Lee County, at the Court-house, in the Clerk's Office, *at February* Rules next, to answer a bill in chancery, exhibited in our said Court against *them & others by Abraham Digion, Marion D Richmond & Isaac S Bishop*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *30th* day *Decr*, 1875, in the *100th* year of the Commonwealth.

James W Orr. Clerk.

Attest John R. Gibson, Secy.

The Commonwealth of Virginia

To the Sheriff of Lee County Greeting
You will Summon to appear before me
on Thursday the 23rd day of August 1877.

~~John P. Graham to testify as to the annual~~
~~rental value of the lands lately owned by~~
~~James M. Parsons, A. J. Sarrington to testify~~
~~as to the rental value of, of Elijah Cummings land.~~
Joshua E. Hobbs as to the rental value of the lands
lately owned by D. F. Wells dead, ~~Joseph N. Ely to~~
~~testify as to the annual rental value of the~~
~~lands lately owned by W. H. Hughes, and, Eliza~~
~~Littor~~ to testify as to the annual rental
value of the lands lately owned by Ira B. Sparinkle
~~Wilson V. Littor as to the lands owned by~~
~~the heirs of William Parsons and Abraham~~
Livingston as to the rental value of the lands owned
by Joseph Willis and have them there this writ

Henry J. Morgan Clerk.

Aug the 1877.

| | | |
|-----------------------------|-------|----------------------------------|
| J. P. Graham | as to | J. M. Parsons land |
| A. J. Sarrington | " | Elijah Cummings land |
| J. E. Hobbs | " | Doctor F. Wells |
| Joe N. Ely | " | W. H. Hughes |
| Eliza Littor | " | Ira B. Sparinkle |
| Wilson V. Littor | " | William Parsons heirs |
| A. J. Livingston | " | Joseph Willis |

A. D. Guntal

vs. { Spa.

John Parnotal